

TERMS & CONDITIONS FOR RATE CONTRACT**(FABRICATED PACKING STEEL STRUCTURES WITH PAINTING)**

The tender documents can be downloaded from our web site www.bhel.com or www.bhelhwr.co.in. Before submitting the tender, the bidders are required to go through the details mentioned below. Intending indigenous bidder must remit **Tender Fee of Rs. 2,000.00** against the tender, if documents (in hard copies) are required from BHEL. Bidder must remit currency in the form of Cash (as permissible under Income Tax Act) / Pay Order / Demand draft. **Earnest Money Deposit (EMD) of Rs. 2,00,000.00 is required to be submitted by the vendors against this tender.**

Please submit Tender Fee (if required) in an envelope super-scribed with bold letters. Tender Fee (if required) is to be submitted with Part-I. **Tender Fee (if required) is not submitted along with offer, then the offer may be out rightly rejected.**

The date for opening of tender shall be 06.10.2021. Tenders will be received up to **1.45 P.M.** on **06.10.2021** and opened on the same day at **2.00 P.M.** in the Tender Room. **Please note that tender received after due date & time (1.45 PM on 06.10.2021) will not be opened.** BHEL will not be responsible for any type of postal / courier delay / incomplete information from vendor.

Bids shall be opened at 2.00 PM on the due date in the presence of authorized representative of the bidders who may like to be present. The authorized representative should bring authority letter from their parent company for the specific tender no. attending the bid opening.

The item name and drawing no. mentioned in the enquiry is for reference only. A sample of Combined Bill of Materials and a reference drawing is also enclosed for having a general idea of the tender.

1. SCOPE OF WORK:-

- 1.1 This Rate Contract is for Fabrication of Steel Structure as per BHEL drawings conforming to their technical requirements exclusively with Party Material.
- 1.2 Structure items with material grade AA10111, AA10113, AA10115, AA10108 and AA10119 Shall be with party material including shees plates angels, Channels rounds etc.
TOTAL LOAD FOR THE RATE CONTRACT = 530 MT.
- 1.3 The rate (s) should be quoted in Rupees/Kg. Common rates for all the items covered in particular drawing / enquiry to be quoted.
- 1.4 Painting on the steel structures shall be done as per **painting standard 3-10000-39000** attached along with this enquiry.
- 1.5 Only approved qualified welders must be employed on the job.
- 1.6 All party material to be procured from HEEP, BHEL, Haridwar approved sources only (list of suppliers attached along with the tender document)
- 1.7 Inspection by BHEL/BHEL nominated inspection agency as per drawing /Standard and quality plan requirements.
- 1.8 Quality plan no. QP/QA/212019 rev 00 dated 09.08.2021 is attached for reference, which is to be followed.
- 1.9 Only BHEL approved Brands of Electrodes / consumables to be used.

2. VALIDITY:-

This rate contract shall be valid for a period of **ONE YEAR** for issue of orders from the date of release of final contract. However, BHEL reserves the right to extend the Rate Contract with same terms & condition for additional one year with mutual agreement from both the sides.

If required, BHEL may extend the framework agreement for further 3 months with mutual agreement. Load (quantity) will be increased accordingly on pro-rata basis for the extended period of three months. There will be no extension of this Framework agreement beyond 2 years 3 months.

2.1 Offer shall be valid for a period of 90 days from opening of the tender enquiry part-1.

3. SUBMISSION OF OFFERS: -

The offer is to be submitted in **two parts**.

3.1 The tenders shall be submitted in **two parts** in separate sub-envelopes clearly super scribing type of bid, tender no., due date and the name of vendor with full contact details.

Part I – Tender fee (if hard copy insisted from BHEL), Integrity pact, Pre qualifying conditions (PQR), Techno Commercial Bid (It should be the copy of Price Bid without the price part) along with the filled in, signed and stamped annexures uploaded alongwith the Tender Document.

Part II – Price Bid.

Part I –

- A. Will be opened on the date and time specified in the tender notice in the presence of those vendors who wish to attend.
- B. Will cover the reply of all points of the enquiry except prices in sealed envelop superscribing on the envelop TECHNO-COMMERCIAL OFFER, the enquiry reference number and date of opening etc.

Part II - Price Bids along with supplementary price bids, if necessary, will be opened at a later date of only those bidders whose PQR and Techno Commercial bid will be found acceptable. The price bid is to be submitted in a format as per Annexure-A duly signed by the authorised person of the firm with rubber stamp in the space provided.

3.2 Part-II will comprise of price bid in separate sealed envelop super-scribing PRICE-BID, the enquiry reference number and date of opening etc.

3.3 All the sub-envelopes (Part-I & Part- II) to be put in a single covering envelope Indicating tender no., due date and the name of vendor, e-mail id, with full contact details. Offer should be complete in all respect (i.e. Part-I & Part-II).

3.4 Both the sealed envelops (Part-I & Part-II) should be placed together in a single envelop duly sealed super scribing on the envelop "TWO PART BID" with enquiry reference number and date of opening of tender. BHEL will not be responsible for any type of delay in receipt of the tender.

3.5 BHEL reserves the right to reject any or all the tenders either in full or part thereof without assigning any reasons thereof.

4. DELIVERY: -

F.O.R.: HEPP, BHEL Haridwar.

5. DELIVERY PERIOD: -

Maximum 50 days from the placement of P.O.

6. INSPECTION: -

6.1 The inspection will be carried out by BHEL/BHEL nominated inspection agency at Party's works. All facilities and equipment's, calibrated instruments and standard gauges required for inspection shall be provided by the fabricator during inspection. In some cases, inspection by

customer's representatives like NTPC/RITES etc. (excluding NPC) may also be carried out at Party's works and CHP clearance may be obtained. No additional charges will be paid on this account.

- 6.2 Vendor will have to submit material test certificate from a govt. test house or govt. approved test house and the same will be correlated by BHEL Inspection Agency.
- 6.3 The party is to follow system for material control as per BHEL Quality Control system.
- 6.4 Identification marks shall be punched on each item by the vendor i.e. Purchase Order No., Drawing No., IR No. etc.
- 6.5 Aesthetic appearance is to be maintained as per drg. requirement.

7. PAYMENT TERMS:-

- 7.1 100% after SRIV clearance.
- 7.2 No packing and forwarding charges will be paid extra.
- 7.3 In case of rejection, total cost of material will be recovered in case of BHEL Material and no labour cost will be paid.

8. LD CLAUSE :-

Penalty shall be levied for delayed delivery @ 0.5% per week & part thereof subject to maximum of 10% of the value of unexecuted portion of the order. The entry date mentioned by CISF on the challan at BHEL material gate will be taken as material receipt date.

9. GST:-

As applicable against documentary proof. Mention HSN/SAC code & applicable %age of GST.

- 9.1 The bidder to specify in their offer (part 1 bid) the category of their registration under GST like Registered, Unregistered and composite dealer.
- 9.2 The provisional GST registration number of Bharat Heavy Electrical Ltd, Heavy Electricals Equipment Plant, Ranipur, Electricals Equipment Plant, Ranipur, Haridwar is '05AAACB4146P1ZL' with state Code as '05' and State Name as 'Uttarakhand'.
- 9.3 Please quote our provisional GST registration number in all invoices raised for supply of goods and services under GST regime and also ensure filing of timely return and payment of tax and compliance of other applicable provisions on supplier under GST regime.
- 9.4 No GST will be reimbursed to unregistered or composite dealer. In the event, any GST is quoted by composite dealer, the same shall be added to the cost of supply in evaluating the bid.
- 9.5 Since, input credit of GST will be available to BHEL-Haridwar only after correct filing of return and payment of applicable GST by supplier, reimbursement of GST shall be made by BHEL Haridwar on matching of vendor inputs at GST portal, ensuring availability of input credit to BHEL Haridwar. Payment of GST will be made to vendor after matching of input credit and vendor to ensure submission of their invoices along with consent to accept payment of tax after such matching in all cases where bills are submitted directly to BHEL-Haridwar or through bank or under LC or through any other mode.
- 9.6 In the event of any disallowance of input credit or applicability of interest or any other financial liability arises on BHEL-Haridwar due to any default of supplier under GST, such implication shall be to supplier account.
- 9.7 In the event of any change in the status of vendor after submission of the bid but before the supply, GST applicable at the time of supply or in the bid, based on the registration status of the vendor, whichever is lower shall be payable.

9.8 Where ever applicable If PAN (Permanent Account Number) of the recipient is not available, income tax is deductible either at the normal rate or at the rate of 20 percent, whichever is higher as per Section 206AA of Indian Income Tax Act 1961.

10. EXTRA RATES: -

- In case, extra/less work is required due to change in Drawing / any deviation in fabricated weight at a later stage (duly verified by our Engineering Dept.), extra charges may be paid/deducted and purchase order will be amended.
- In case extra/less work is required due to change in Drawing/ technology / extra joints (owing to non-availability of required size of raw material) / defects like laminations if any on BHEL supplied plates etc. / any deviation in fabricated weight (duly verified by WT), extra/less charges will be paid and purchase order may be amended accordingly.
- Amendment due to changes in drg. /CBOM weight will be applicable only if changes are made before supply of material or changes which are under process is provided to vendor in writing by Engg. or AIX before supply of material by vendor.

11. REVERSE AUCTIONING: -

“BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.”

Following are some guidelines:

- Start price for RA to be L1 of e-bid/ sealed envelope price bids.
- Minimum two techno-commercially qualified bidders are required to conduct RA.
- Wherever six or more techno-commercially qualified bidders are available, RA would be conducted amongst first 50% of the bidders arranged in the order of prices from lowest to highest. Number of bidders eligible for participating in RA would be rounded off to next higher integer value if number of techno-commercially qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst lowest four bidders). However, there will be no elimination of bidders who are MSE or qualifying under PPP-MII Order, 2017.

For detailed terms and conditions of RA guidelines, kindly refer www.bhel.com.

All vendors will be assessed on total cost to BHEL basis that includes freight, taxes, ITC etc.

12. Following MSE conditions shall be followed: -

MSE Suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at annexure-1 where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to

consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents is found or the requisite documents are not submitted before price bid opening.

* Any new supplier will be eligible for registration with BHEL as MSE supplier provided at least any one of the following documents are submitted along with application for registration: -

a. Valid NSIC Certificate or

b. Entrepreneurs' Memorandum part II (EM II) certificate (valid based on deemed validity of 5 years) or

c. EM II certificate along with attested copy of CA Certificate (as per prescribed format at annexure 1) applicable for the relevant financial year (latest audited), where the deemed validity of EM II is over. However, credentials of all MSE supplier will be verified before advancing the intended benefits.

* MSE vendors claiming SC/ST status will have to submit SC/ST certificate of the Proprietor from competent authority. Attested (notarized or attested by Gazetted officer) copy to be submitted along with the offer.

* In case techno-commercial accepted vendors include MSE source and their prices (based on landed cost to BHEL) are within the price band of 15% w.r.t. L-1 vendor, then BHEL can offer 25% of quantity of respective item (rounded off to nearest number) to MSE vendors at L-1 price and in case, more than one MSE vendor is in 15 % band and the same is accepted by more than one MSE vendors then 25% quantities of respective items will be considered for ordering on proportionate basis amongst MSE vendors.

* While distributing the 25% quantity amongst MSE vendors the decimal points in quantity shall be ignored for all the vendors except the L-1 amongst MSE vendors. Balance quantity after allocating the quantity to other MSE vendors ignoring the quantities in decimal, shall be given to L-1 (amongst MSE) vendor. However, if there are more than one MSE vendor at the same price level than preference for additional quantities due to ignoring off the decimal (as mentioned above) shall be given to the vendor offering favourable terms to BHEL and if the conditions offered are also same then preference will be given to the vendor having high SPR rating.

* In case there are more than one MSE vendors (with different landed cost to BHEL) within 15% price band of lowest bidder and quantity to be offered is 1 no. only, then preference shall be given to the MSE vendor with lowest landed cost.

* In case there are more than one MSE vendors (with same landed cost to BHEL) within 15% price band of lowest bidder and quantity to be offered is 1 no. only, then preference shall be given first, based on the favourable terms in the bid and in case terms are also same, the vendor with high SPR rating shall be given preference.

13. PRICE VARIATION CLAUSE: - The price variation in party material is applicable as below: -

The variation in raw material cost will be calculated based on the average rates of following material (commonly used in fabrication items) of quarterly basic price list given by BHEL Trichy of their rate contract operated with steel vendors finalized through bulk steel tendering.

- HR sheet Thickness 3. 15-4. 90mm (IS1079 Gr-OSK)
- CR sheet Thickness 0.90-2. 0mm (IS513 'D' KLD)
- Angle 100x100x8mm (IS 2062 Gr. ASK)
- Channel 200mm (IS 2062 Gr. ASK)

The variations in fabrication rate will be calculated based on the average rate of above raw material of Quarterly Price list given by BHEL Trichy of their rate contract operated with steel vendors.

Party material rates fixed for entering into rate contract in a particular quarter shall be valid for ordering during that quarter (Three months). The Prices in Rate contract list supplied by BHEL Trichy received for a particular quarter shall be taken as reference for calculation of rates for ordering in the next three month. For example: If RC is awarded in the month of September 2021, the settled party material rates shall be valid for ordering up to 31.12.2021 and BHEL TRICHY Rate contract Price list received for the second quarter (July 2021-September 2021) and Third quarter of the year (October 2021-December 2021) shall be taken as reference for calculation of rates for ordering in the month of January 2022 to March 2022 by calculating percentage increase/ decrease in BHEL TRICHY Rate contract rates of raw material between two quarter and so on to arrive at applicable rates.

14. TRANSPORTATION: -

Vendor to deliver fabricated Steel Structures to BHEL Haridwar at their own cost.

15. GUARANTEE CERTIFICATE: -

The vendor shall warrant that the supplied fabricated assemblies comply fully with the drawings and other technical conditions. If the fabrications/items are found defective owing to faulty workmanship/incomplete work within a period of eighteen (18) months from the date of dispatch, the vendor shall make good of it/replace the same free of cost. Alternatively, the rework/replacement charges will be recovered.

16. GENERAL INSTRUCTIONS: -

- 16.1 No further sub-contracting to third party or sister concern by the sub-contractor is allowed Without prior permission of BHEL. If found guilty, will be debarred.
- 16.2 BHEL reserves the right to suspend/cancel the PO/Enquiry unilaterally without any financial repercussions, if Sub-contractor's performance is not found to be satisfactory.
- 16.3 BHEL reserves the right to revise the drawing after placement of purchase order. The prices in the purchase order will be amended according to revised drawing.
- 16.4 Subsequent ordering shall be done based on performance and execution of orders in time as per PO. Delivery.
- 16.5 In the course of evaluation, if more than one bidder happens to occupy L1 status, effective L1 will be decided by soliciting discounts from respective L1 bidders. In case more than one bidder happens to occupy the L1 status even after soliciting discounts, the L1 bidder shall be decided by toss/draw of lots, in the presence of respective L1 bidder(s) or their representative(s).
Ranking will be done accordingly. BHEL's decision in such situation shall be final and binding.
- 16.6 Vendor must fill in the rate per Kg. in Annexure-A and put in the Price Bid envelop.
- 16.7 EMD submission may be waived for Central/State-PSUs/Government departments.
- 16.8 MSE suppliers are exempted for submission of EMD & Tender Fee.
- 16.9 As per the Office Memorandum F.No. 1(2)(1)/2016-MA dated 09.02.2017 issued from the office of Development Commissioner (micro, small & medium enterprises), "Traders and agents should not be allowed to avail the benefits extended under the pp policy." in view of this, it is clarified that benefits of MSE (such as EMD waiver, tender fee exemption, price preference, payment preference etc.) will be given only to those MSE vendors who are manufacturers of offered items against the NIT. No MSE benefits shall be provided to agents /

stockists / dealers / traders etc.

- 16.10 **Approved Vendors registered in PMD AF-107 in HEEP, BHEL Ranipur are exempted from submission of EMD. Vendors may claim the same in their offers.**
- 16.11 Open tender is hoisted on the websites and no hard copy of document is provided by BHEL, No tender fee shall be insisted upon from the bidders.
- 16.12 Central / State – PSUs / Government departments are exempted from submission of EMD subject to approval by BHEL management.
- 16.13 Please refer general instructions and standard terms & conditions (GISTC) for bidding against tender enquiry (version December-20, Rev:05) the bidder/vendor must ensure compliance of these GISTC (version December-20, Rev:05).
- 16.14 Unregistered vendors may please visit our site **www.bhel.com** for filing up the Supplier registration Form against PMD No. AF107.
- 16.15 **Documents submitted with the offer/bid by the bidder shall be signed and stamped in each page by authorized representative of the bidder.**
- 16.16 **PQR uploaded with the tender document is to be submitted along with the Techno-Commercial offer (PART-I).**
Note :- Offer shall be entertained only after submission of duly filled, signed and stamped PQR and relevant documents. Offers of the vendor(s) not submitting this Annexure may be ignored.
- 16.17 The evaluation currency shall be INR (Indian Rupee).
- 16.18 The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding- process.
In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.
- 16.19 For this procurement, Public procurement (preference to Make in India), Order 2017 dated 04.06.2020 shall be applicable.
For this procurement, the local content to categorize a supplier as Class-I local supplier/ Class II local supplier/Non-local supplier and purchase preference to Class I local supplier, is as defined in Public procurement (preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of part-II bids against this NIT.
As defined under public procurement (Make in INDIA) notification dated 04.06.2020, only the 'Class-I local supplier' and 'Class-II local supplier' are eligible to bid against this enquiry. Hence bids of non-local supplier (if any) will not be considered.
Accordingly, the 'Class-I local supplier' / 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate the percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier' / 'Class-II local supplier' and shall give details of the location(s) at which the local value addition is made.
Procurements where the Estimated value to be procured is less than Rs. 5 lakhs shall be exempted from Public Procurement (Preference to Make in India) Order 2017 dated 04.06.2020.

- 16.20 Vendor Contract clause regarding GST ITC and provision for E-Invoices:
- (i) E-Invoicing under GST is being implemented w.e.f. 01.10.2020 for all the taxable persons having turnover more than Rs. 100 Cr. It has been specified by the Govt. that it is mandatory to mention a valid unique Invoice Reference No. (IRN) and QR code as generated from Govt. portal on a Tax Invoice. Based on such information, GST ITC as claimed by BHEL in GST Returns shall be matched with the corresponding details uploaded by supplier in E-Invoicing System.
 - (ii) In case the vendor /contractor delays or fails to provide all the documents as per the Purchase order / Work Order at the time of submitting Tax invoice to BHEL, any subsequent financial loss to BHEL on account of vendor/contractor shall be to vendor's / contractor's account. BHEL has further right to take necessary steps to protect its interest at the time of release of payment. This further requires inclusion of IRN and QR code on tax invoice as announced by Govt. of India w.e.f. 01.10.2020.
- 16.21 **Bidder to necessarily submit duly filled in, signed and stamped Annexures** (attached alongwith the tender document).
- 16.22 In case of ordering against the tender, vendor should submit their invoices against goods and services immediately after supply of goods & services but not later than 30 days from the invoice date. In case of delay, consequential losses like loss of input credit and non-availability of concessional forms etc. shall be to the vendor account.
- 16.23 The bidders against open tender will necessarily have to obtain class – III DSCs. Procedure for application is available on www.bhel.com.
- 16.24 **RECTIFICATION:-** Any defect (noticed at Shop) arising out of the fabrication/machining done by the Sub-Contractor, will have to be rectified or items replaced by the sub-contractor within 10 days at their own cost. Otherwise BHEL will be free to take necessary action as deemed fit and consequence/cost of the same will be to subcontractors-account.
- 17 **SUB CONTRACTORS FABRICATION CAPACITY / DISTRIBUTION:-**
The sub-contractor must indicate the fabrication capacity reserved for BHEL & specifically for this enquiry in annexure “B”.
- 17.1 Rate contract with 4 BHEL approved subcontractors shall be done or the case may be. Load distribution among four evaluated subcontractors shall be, L-1 = 42%, L-2 = 28%, L-3 = 20% & L-4 = 10% respectively out of BHEL load while placing the orders. Load distribution shall be done after counter offering finalized L-1 rate to L-2, L-3...L-n vendors (n is total suitable vendors) in sequential order.
 - 17.2 If any of the vendor (L-2 to L-4) does not accept the finalized L-1 rate, then subsequent vendors (L-5 to L-n) shall be approached.
 - 17.3 If any of the vendors (L-2 to L-4) do not accept finalized L1 c/offer rate then subsequent vendors will be treated as L-2 to L-5 for load distribution purpose subject to their accepting finalized L-1 rate. For example, if L-2 doesn't accept finalized L-1 rate then L-3 to L-5 will be treated as L-2 to L-4 respectively for load distribution purpose.
 - 17.4 If none of the vendor (L-2 to L-13 or participated in RA) accept the c/offer rate, then L-1 vendor shall be approached for quantity discount for that additional quantity. Further the ordering on all the vendors shall be done maintaining the initial load ratio to the possible extent.
 - 17.5 The total allocated load to a particular vendor shall not exceed the declared capacity by the Vendor for this enquiry. In case the declared capacity of any vendor is less than the allocated load, the remaining load shall be distributed among vendors in equal ratio within their declared capacity subject to acceptance of L1 counter offered rates. i.e. For example, if L-1

vendor will get the load of 235 MT, but in case the declared capacity of L-1 vendor is 200 MT, the remaining load of 35 MT shall be distributed among L-2 and so on vendors in equal ratio within their declared capacity and so on or the case may be.

- a) **Subsequent ordering shall be done based on performance and execution of orders in time as per PO. Delivery**
- b) **In the course of evaluation, if more than one bidder happens to occupy L1 status, effective L1 will be decided by soliciting discounts from respective L1 bidders. In case more than one bidder happens to occupy the L1 status even after soliciting discounts, the L1 bidder shall be decided by toss/draw of lots, in the presence of respective L1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situation shall be final and binding.**
- c) **Vendor must indicate their annual fabrication capacity and details as per Annexure – B enclosed for BHEL reference.**

Vendor to submit the Terms and Conditions duly filled in and signed along with the stamp.

Against vendor's replies, BHEL reserves the right to ask for more information/ documents / clarifications. Vendor's offer shall not be considered if vendor fails to furnish the document / information / clarifications as mentioned above or doesn't meet the acceptance criteria.

Amendments/Corrigendum, if any, will be hosted on our web site only. Other terms and conditions will be as per tender documents.

Any vendor who is under hold (for the item)/ delisted/ banned with BHEL on date of opening of Part – 1 will not be allowed to quote for this tender. In case their offer is received, it may be out rightly rejected.

In view of Covid-19 and present situation the Tender Document, Drawings, P.O copy etc. shall be sent by e-mails and shall not be sent in hard copies. Vendors to kindly note that the details sent by e-mail shall be considered for delivery against the finalized contract(s)/ P.O's placed .

**Tenders will be received in Tender Box kept in Tender Room and should be addressed to:
THE HEAD OF MATERIAL MANAGEMENT,
Heavy Electrical Equipment Plant,
Bharat Heavy Electricals Limited,
HARIDWAR-249403 (Uttarakhand), INDIA.**

Unregistered vendors may please visit our site www.bhel.com for filing up the Supplier Registration Form.

KINDLY READ "TERMS & CONDITIONS FOR RATE CONTRACT". QUOTATION NOT IN ACCORDANCE WITH THE INSTRUCTIONS ARE LIABLE TO BE DISQUALIFIED AND IGNORED.

Annexure - A

FABRICATION OF STEEL STRUCTURES WITH PAINTING

MATERIAL BY	RATE (Rs. PER KG)
PARTY MATERIAL (PM)	

Authorised Signature :
(with date & seal of company)
Name of Supplier :-

Annexure - B

ANNUAL FABRICATION CAPACITY	
RESERVED FOR BHEL (MT)	RESERVED FOR ITEMS COVERED IN THIS RATE CONTRACT (MT)

Authorised Signature :

(with date & seal of company)

Name of Supplier :-

TERMS AND CONDITIONS FOR RATE CONTRACT

SL.	TERMS	VENDOR'S ACCEPTANCE/ REMARKS
1	<u>Scope of Work:</u> - Complete Fabrication & machining and painting is to be carried out by the vendor as per Drawing/Standard, QP and Technical requirements.	
2	Rate contract shall be valid for one year from the date of award.	
3	Submission of offers (clause no. 3.1 to 3.5 of Terms and Conditions of Rate Contract)	
4	Quoted rates are on F.O.R. sub-contract store, HEEP, Haridwar basis.	
5	Finished component shall be delivered within 50 days from date of P.O.	
6	Inspection shall be done as per clause no. 6 of Terms and Conditions of Rate Contract	
7	100% Payment on acceptance of SRIV in BHEL in case of party material.	
8	LD clause is acceptable as per point no. 8 of terms and conditions for rate contract.	
9	GST shall be applicable against documentary proof. Input Tax Credit shall be applicable and BHEL can claim benefit	
10	Amendment as per clause no. 10 of Terms and Conditions of Rate Contract is acceptable	
11	We accept Reverse Auction(RA) clause as per standard policy of BHEL.	
12	We are MSME vendor and have submit CA certificate based on latest audited year (Non MSME vendor to write NA)	
13	We accept Price Variation clause (PVC) as per standard policy of BHEL.	
14	We accept Transportation clause no. 14 of Terms and Conditions of Rate Contract	
15	We accept to provide the Guarantee Certificate clause no. 15 of Terms and Conditions of Rate Contract	
16	We have read clause no. 16 of terms and conditions of Rate Contract and confirm to abide the same.	
17	Load distribution as per clause no. 17 of Terms and Conditions of Rate Contract is acceptable	
18	Quotation is valid for a minimum period of 90 days from date of opening of enquiry.	
19	Test Certificate shall be provided	
20	We accept Risk Purchase clause as per standard policy of BHEL.	
21	We have submitted Make in India certificate (duly filled and signed).	
22	We accept short closing of the rate contract	
23	Signed and stamped Integrity pact is attached alongwith	
24	Guarantee Certificate shall be valid for 18 months from receipt of material in BHEL.	
25	Rates have been quoted in indian Rupees on per Kilo Gram basis.	

Note: BHEL reserves the right to reject any or all the offers (on techno-commercial ground) without assigning any reason thereof.

(Vendor's signature with Stamp)

PQR for Fabricated Structure (With Painting)

01.00	TECHNICAL REQUIREMENT	Required	Offered	Remarks
01.01	<p>1. Our Job details-</p> <p>i) Structure steel - angle/ beam/channel & Sheet thickness 2mm and above upto 5 mm .</p> <p>ii) Weight of fabricated structure - upto 15 Tons .</p> <p>iii) Dimensions of packing box : L= upto 15 metres , W=upto 6 Meters , H= upto 4 metres .</p> <p>iv) Material Grade : MS (Mild Steel)</p>			
	2. Vendors should have experience of fabrication/manufacturing of fabricated structures weighing 10T or above in last 5 years from the date of enquiry.	Vendor to agree & submit suitable evidence		
	3. Lifting capacity at vendor works should be 15 Tons & above.	Vendor to agree & submit suitable evidence		
	4. The working space at vendor works should be atleast L=15 metres, W=6 metres & H= 4 metres (Note: Concrete floor is not acceptable)	Vendor to agree		
	5. Rolling capacity to roll thin sheets upto 5mm and Width 2000 mm .	Vendor to agree & submit suitable evidence		
	6. Spray Gun painting facility with DFT measuring instrument for primer/painting and ensuring dry film thickness of minimum 100 microns (minimum 2 coats) to meet the requirement of BHEL drg no : 31000039000.	Vendor to agree & submit suitable evidence		
	7. Welding shall be carried out by qualified WPS (Welding Procedure Specification)/ PQR (Procedure Qualification Record)/qualified welders with qualified WPQ (Welder Performance Qualification) as per ASME section-IX duly approved by third party (preferably by M/S Lloyds, M/S RITES, M/S TUV, M/S NTPC, M/S BVQI, M/S EIL, M/S NPCIL).	Vendor to agree & submit suitable evidence		
01.02	Vendor to furnish certificate against clause 01.01 from the customer / company or end user duly confirming that fabricated structure was supplied in last 5 years OR Vendor to submit documentry evidence as per clause 1.03.	Vendor to agree & submit suitable documents		
01.03	Against clause 1.01, vendor to furnish name of customer/company with complete contact details and month /year of previous supply with copy of PO along with dispatch documents, Payment details (e.g. invoice copy) and inspection report of supplied fabricated structure & list of manufacturing facility used for fabrication	Vendor to agree & submit suitable documents		
01.04	All PQR documents are to be stamped and signed in original by Vendor. In case documents and official stamp is in language other than English, documents and details of official stamp are to be translated in English and duly certified by Government agency/approved agency of Government/Embassy.	Vendor to agree & submit suitable documents		
01.05	BHEL reserves the right to verify the information provided by vendor. In case the information provided by vendor is found to be false/ incorrect, their offers shall be rejected.	Vendor to agree		

NOTE: PQR IS NOT RESTRICTIVE

[Signature]
11/09/2021

Sushant Kr. Thakur
Dy. Manager (W/TX)

[Signature] 11/09/21.

Jitendra Kumar
Manager (W/TX)

[Signature]
11-09-21

BS Arora
AGM (W/TX)

0006E-00001-3
DRAWING No.

INSTRUCTION FOR PAINTING/CONSERVATION OF TRANSPORTATION STRUCTURES

1.0 GENERAL: These instructions provide guidelines towards painting/conservation of transportation manufactured in the shops or packages by sub-contractors.

2.0 PAINTING AND CONSERVATION:

- 2.1 Proper painting and conservation of transportation structures are very much essential to protect the surfaces against corrosion.
- 2.2 Proper preparation of the surfaces before applying the coating is of vital importance in order to have effective protection of structure against corrosion. The surface to be painted should be uniform, clean from corrosion, oil, and dirt. It should be dry and free from burns. Even the slight dirt left over the surface may later on cause destruction of the coating films and subsequent corrosion of metals.
- 2.3 The surface of the structure prepared for painting should be prevented from the atmospheric action of moisture and dirt etc.. and shall have metallic shine.
- 2.4 Painting and Preservation of parts must be done not later than 8-10 hrs.. after cleaning and degreasing.
- 2.5 The primer should be diluted to working viscosity with the thinner as given in the suppliers catalogues or as mentioned below :

COAT	PROCESS	VISCOSITY
PRIMER (AA56105)	Spray	28-32

- 2.6 Surfaces to be coated with primer paint by spray gun only.
- 2.7 The protective surface coat must be applied very carefully so as to have a uniform layer thickness without any pores. Discontinuity or break in layer and air inclusions are not permitted.
- 2.8 Each individual coating will be well dried before applying the next coat. Before applying the second/subsequent coat it should be ensured that the surface is free from paint cracks, molten pearls and other foreign impurities.
- 2.9 Quality of painted surfaces should be checked by visual inspection. Any observed defect should be immediately rectified. Special attention should be paid for painting of those parts which are inaccessible.
- 2.10 All the primer paints prepared should be consumed before the expiry of its pot life. Out-aged primer paints should never be applied. The primer is to be utilised within the time specified in the container by the manufacturer of the primer.

3.0 TECHNOLOGICAL PROCESS OF PAINTING:-

- 3.1 Surface preparation: It necessary that the surface to be painted is free from loose dust, mill scale, rust, grease, oil, old film etc.
- 3.2 Preparation of Paint (AA56104): Before application, any skin formed on the paint in the tin shall be carefully removed and any settled pigment broken up and loosened. The primer paint shall be thoroughly stirred to ensure complete and uniform mixing of the constituents. Care shall be taken to avoid entraining air into the paint while stirring.

3.3 APPLICATION OF PRIMER PAINT:

- 3.3.1 Application of first coat AA 56105: Over the cleaned surface one coat of anticorrosive priming paint (AA56105) at the appropriate consistency shall be applied by spraying.
- 3.3.2 Drying: The painted surface shall be allowed to air dry for a minimum period of 6 hours.
- 3.3.3 Repair of damage to the first coat: Any local damage which has been caused to the first primer coat shall be repaired by cleaning with water proof abrasive paper and then by applying a coat of primer AA 56105 and allow it to dry for a minimum period of 6 hours.
- 3.3.4 Application of second primer coat AA56105: Immediately before the application of second coat, the surface shall be cleaned with mineral turpentine oil where necessary. The priming paint AA56105 shall be then applied over the surface in accordance with clause 3.3.1.
- 3.3.5 Drying: The painted surface shall be allowed to air dry for a minimum period of 6 hours.

4.0 CHECKS :

- 4.1 Visual inspection of the finished component for various paint film defects such as gloss, uniformity of shade, wrinkles, orange peel effect, blistering etc.
- 4.2 The viscosity of the primer paint should be checked after adding the solvent/thinner for each mixture in viscosity meter.
- 4.3 The thickness of the dried painted film, when measured. by using suitable instruments for the non-destructive measurement of the coats as detailed in IS: 6012, shall be as follows:

Paint (Coat)	Dry Film Thickness(Minimum)
Primer as per AA56105	100 microns(Minimum coats =2 nos.)

5.0 LIST OF CROSS REFERRED SPECIFICATIONS/STANDARDS :

AA56105, IS: 6012

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Ref. Drawing No.

Sign & Date

Inventory No.

GMS No./ CBOM No.		STATUS OF DRG		TYPE OF PRODUCT		STEAM TURBINE, GENERATOR	
AGREED DEPT		NAME		OR		NAME OF CUSTOMER/PROJECT	
EME		AMIT MITTAL		SD/-		30.03.18	
HXE		N.PRAKASH		SD/-		30.03.18	
GRADE OF UNTOL.DIM		M/CG. - G/M/F AA0230208		WELDING - A/B/G/D AA0621104		GAS CUTTING - T3'AA0621101	
DEPT STE		SCALE		WEIGHT (KG)		REF. TO ASSY. DRG.	
CODE 4011		1:1		---		---	
TITLE :		CARD CODE		DRAWING NO.		NO. OF SHEETS	
PAINTING & CONSERVATION OF STRUCTURES		7		3-10000-39000		01	
SHEET No. 01		No. OF SHEETS 01		22		23 24	



CHEMICAL RESISTANT EPOXIDE RED OXIDE ZINC PHOSPHATE PRIMING PAINT

1.0 GENERAL:

This specification deals with the quality requirements of two pack Chemical resistant Epoxy Based Priming Paint pigmented with Red Oxide Zinc Phosphate.

2.0 APPLICATION:

The paint shall be used as a primer in the painting system for protection of steel work, both under marine and inland outdoor conditions.

3.0 COMPLIANCE WITH NATIONAL STANDARDS:

The material shall comply, in general, with the following national standards and also meet the requirements of this specification.

- i) IS: 14506 - 1998 : Epoxy red oxide zinc phosphate weldable primer, two component.

4.0 COMPOSITION:

The paint consists of two components i.e. base and accelerator. The base contains epoxy binder suitably pigmented with red oxide and zinc phosphate and extenders. The accelerator is polyamide and solvent to cure the base of the paint system.

5.0 MIXING RATIO:

The components of paint are to be mixed as recommended in the product data sheet supplied by the manufacturer of the paint: The type and content of the binding material as determined by infra-red spectroscopy or thin layer chromatography shall be strictly adhered to the "Type approved sample".

6.0 COLOUR: Red oxide.

7.0 FINISH: Smooth and matt.

8.0 FREEDOM FROM DEFECTS:

The base of the paint system shall remain free from defects like hard setting of pigments, skinning and livering when kept in closed container till its shelf life.

9.0 SAMPLING: As per IS:101.

10.0 TECHNICAL REQUIREMENTS.

Unless otherwise specified, the sample (mixed paint) shall be tested in accordance with IS 101.

Revisions :
Cl 33.7 a) of MOM of MRC-CPO

APPROVED :
INTERPLANT MATERIAL
RATIONALISATION COMMITTEE-MRC (CPO)

Rev. No. 07

Amd.No.

Reaffirmed

Prepared

Issued

Dt. of 1st Issue

Dt:01.02.2005

Dt :

Year :

TIRUCHY

Corp. R&D

JUNE, 1980



- 10.1 Mass per 10 litres : 12.0 kg, minimum
- 10.2 Consistency:
Paint shall be mixed so that it produces a smooth and uniform paint suitable for application. 40 - 60 secs by FC No.4 at $27 \pm 2^{\circ} \text{C}$.
- 10.3 Drying time :
- a) Soft dry : 4 hours, maximum.
b) Hard dry : 16 hours, maximum
- 10.4 Volatile matter, percent by mass : 30.0 maximum.
- 10.5 Pigment content, percent by mass: 40.0 minimum.
- 10.6 Volume solids, percent : 35.0, minimum.
- 10.7 Dry film thickness per coat : 25.0 microns, minimum.
- 10.8 Flash point : 20°C , minimum..
- 10.9 Pot life at ambient temperature (Annexure-A): 4.0 hours, minimum.
- 10.10 Zinc phosphate, percent by mass on pigment (Annexure-B):
16 percent by mass, minimum.
- 10.11 Scratch Hardness (IS: 101, Part 5/Sec. 1):
After the film is cured for 7 days and tested under of 2000gm, no such scratch as to show the bare metal shall be produced.
- 10.12 Flexibility and Adhesion (IS:101, Part 5 /Sec. 2):
The film shall not show sign of damage detachment or cracking when tested after 4 days of curing.
- 10.13 Type Test:
Salt spray test for 300 hours (IS:101, Part 6 /Sec. 1):
The test panel prepared from this material shall show no signs of corrosion after continuous exposure for 300 hours in salt spray cabinet.
- 11.0 TYPE APPROVAL:
Samples:
Samples for type approval testing shall be accepted only from those manufacturers whose manufacturing and testing facilities are considered satisfactory to ensure continuous supply of good product.



CORPORATE PURCHASE SPECIFICATION

AA 561 05

Rev. No. 07

PAGE 3 OF 4

12.0 TEST CERTIFICATES

Unless otherwise stated, three copies of test certificates shall be supplied along with each consignment giving following information:

In addition, the supplier shall ensure to send one copy of test certificate along with the dispatch documents to facilitate quick clearance of the materials.

BHEL order

AA 561 05, Rev 07: Chemical resistant epoxide red oxide zinc phosphate priming paint

Manufacturers/suppliers Name:

Trade name/mark, if any:

Batch/Lot No.:

Quantity supplied:

Date manufacture & expiry:

Test results of clause 10.0

Mixing ratio

13.0 KEEPING PROPERTY

When stored in covered dry place in the original sealed containers under normal temperature conditions, the material shall retain the properties prescribed in this specification for a period of 12 months after the date of manufacture which shall be subsequent to the date of placement of BHEL order.

14.0 PACKING AND MARKING

Unless otherwise stated, base and hardener shall be packed separately in steel containers of approximate capacities. Each container shall bear the following information:

AA 561 05 : Chemical resistant epoxide red oxide zinc phosphate priming paint

BHEL Order No.

Manufacturers/ Supplier's name:

Trade name / mark , if any:

Batch/Lot No.:

Name of components:

Mixing ratio:

Quantity supplied:

Date of manufacture & expiry:

15.0 REFERRED STANDARDS (Latest Publications Including Amendments):

1) IS:101

2) IS: 14506

ANNEXURE - A (CI 10.9)

PROCEDURE FOR TESTING OF POT LIFE:

If the mixed paint, as recommended by the supplier, could be still thinned, the end of the working life (pot life) has not been reached. The end of the working life is reached when the test material (paint) gels, becomes stringy or can not be thinned for application. The time interval between the mixing time and time of gelling shall be reported as pot life of the mixed paint.



ANNEXURE - B (CI 10.10)

PROCEDURE FOR TESTING OF ZINC PHOSPHATE CONTENT:

I. General:

The pigment is extracted from the paint and pigment is taken for the determination of Zinc phosphate content.

II. Reagents required:

a) Quinoline solution:

50ml of quinoline is dissolved in 60ml of hydrochloric acid and 30ml of water with constant stirring. The solution is cooled and filtered. This is diluted to 1000ml and stored in a polythene bottle.

b) Citric molybdic acid reagent:

54gm of pure molybdic acid and 12gm of sodium hydroxide are dissolved in 400ml of hot water. 60gm of citric acid and 140ml of hydrochloric acid are added to 200ml of water. Now molybdic acid solution is added with citric acid solution and is made up to 1000ml. (The solution may be green or blue colour on its exposure to light). If necessary 0.5 percent potassium bromate solution is added until the green colour becomes pale. This solution is kept in a polyethylene bottle and stored in a dark place.

III. Procedure:

1.0gm of the sample is weighed into a 250ml beaker and 30ml of 1:1 nitric acid and 5ml of 1:1 hydrochloric acid is added. The content is boiled well and filtered and made up to 200ml.

50ml of aliquot is pipetted out into a 500ml conical flask and this is diluted to 100ml. 30ml of citric molybdic acid solution is added and boiled gently. 10ml of quinoline solution is added from burette with continuous swirling. (Add 3 to 4 ml drop wise and balance in steady stream).

The precipitate is filtered into a weighed Gooch crucible provided with glass fibre or filter paper previously dried at 250°C. The precipitate is washed with water and dried at 250°C. The dried precipitate (quinoline phosphomolybdate) is weighed and calculated for its weight by difference.

A blank determination is carried out in the same way as the determination but omitting the test solution.

Calculation:

$$\% \text{ Zinc phosphate, by mass} = \frac{(M_1 - M_0) \times 0.3816}{\text{Mass of sample in gm.}} \times 100$$

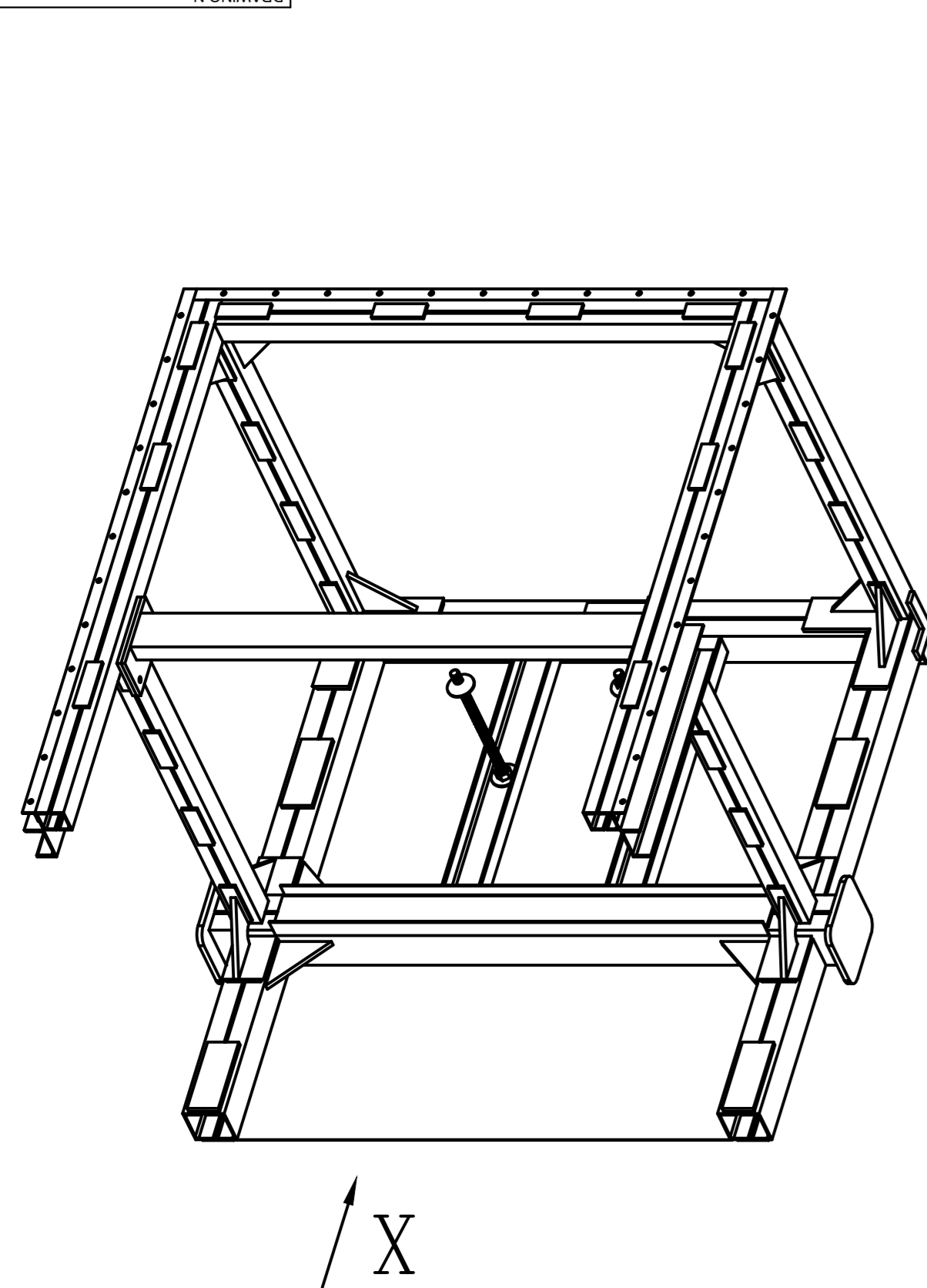
Where

M₁ = mass of precipitate in gm obtained in sample.

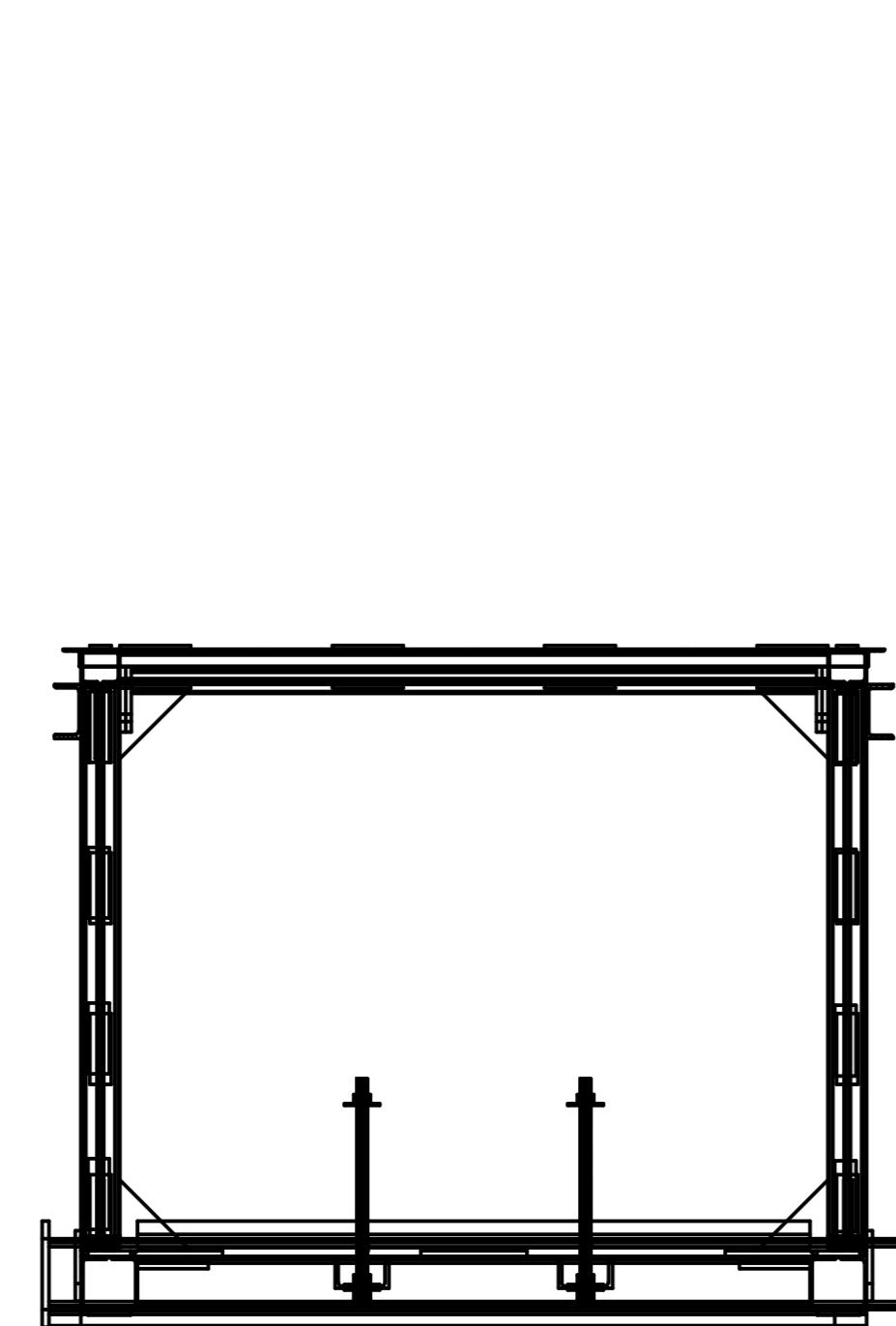
M₀ = mass of precipitate in gm obtained in blank.

CS-1031

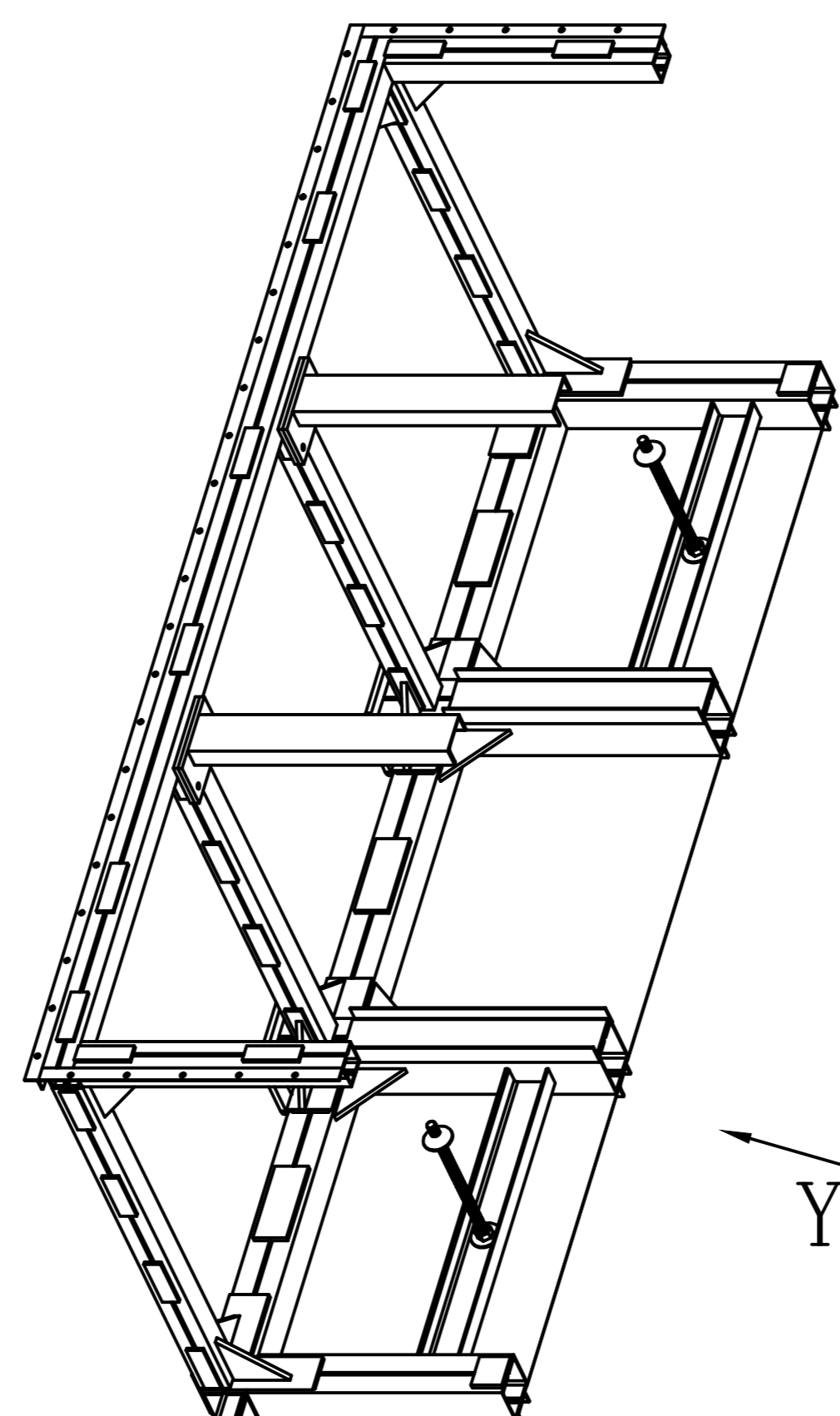
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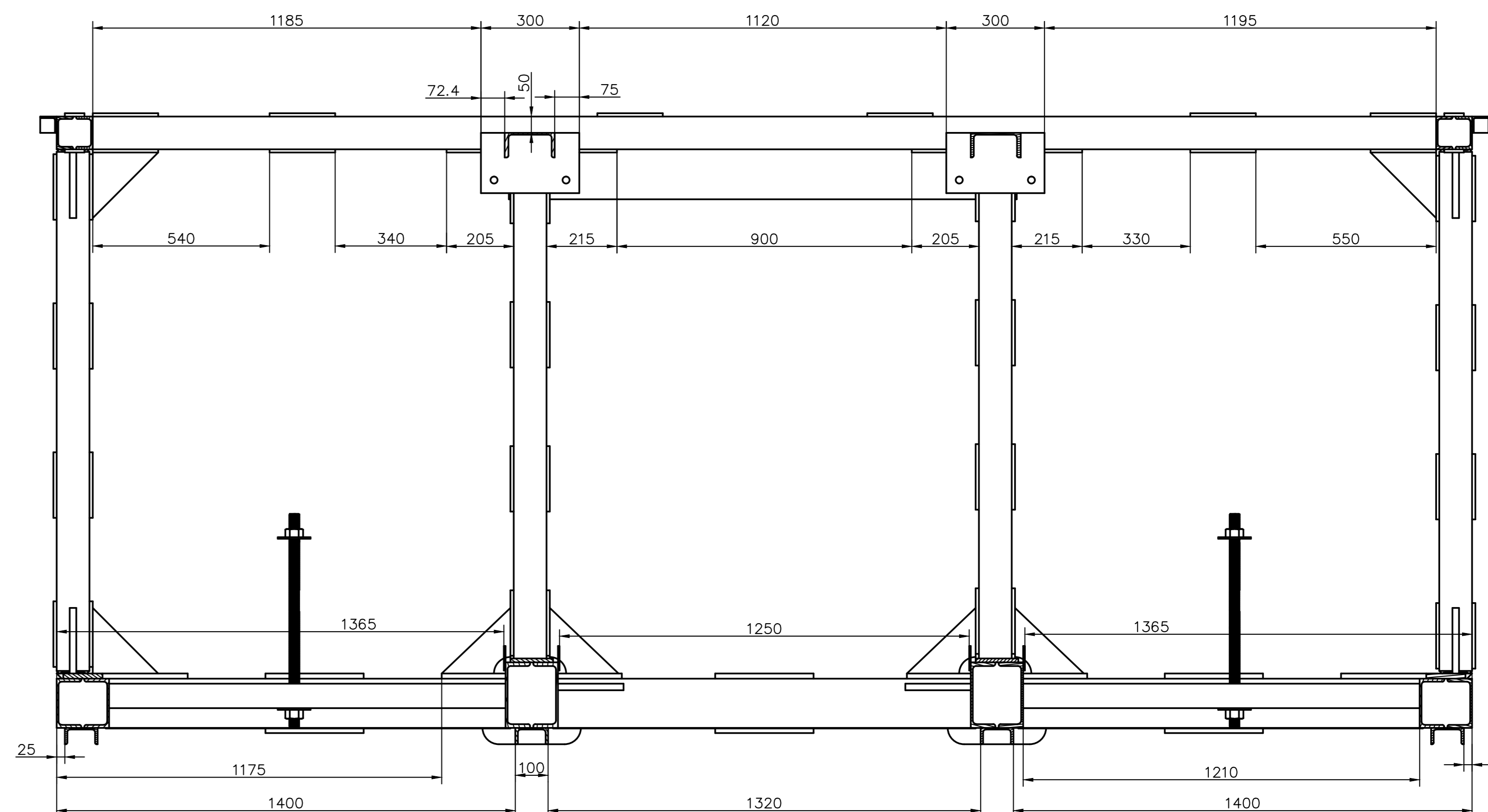
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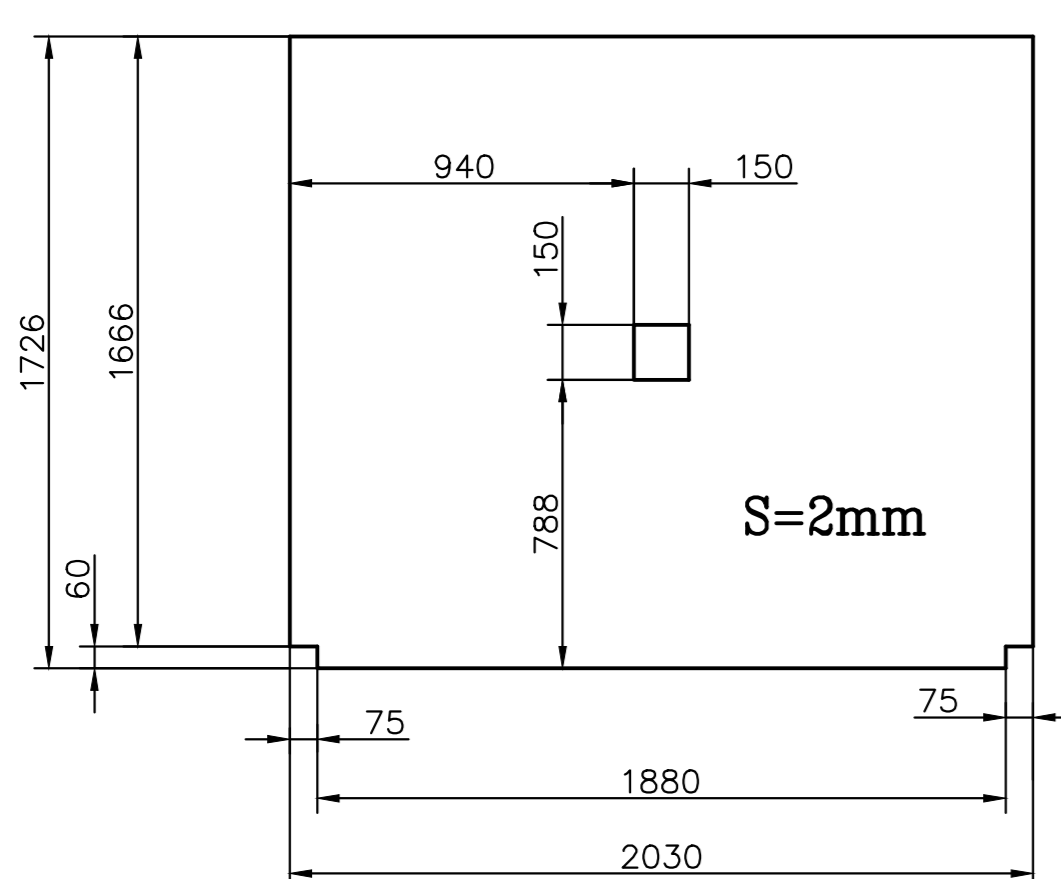
VIEW X



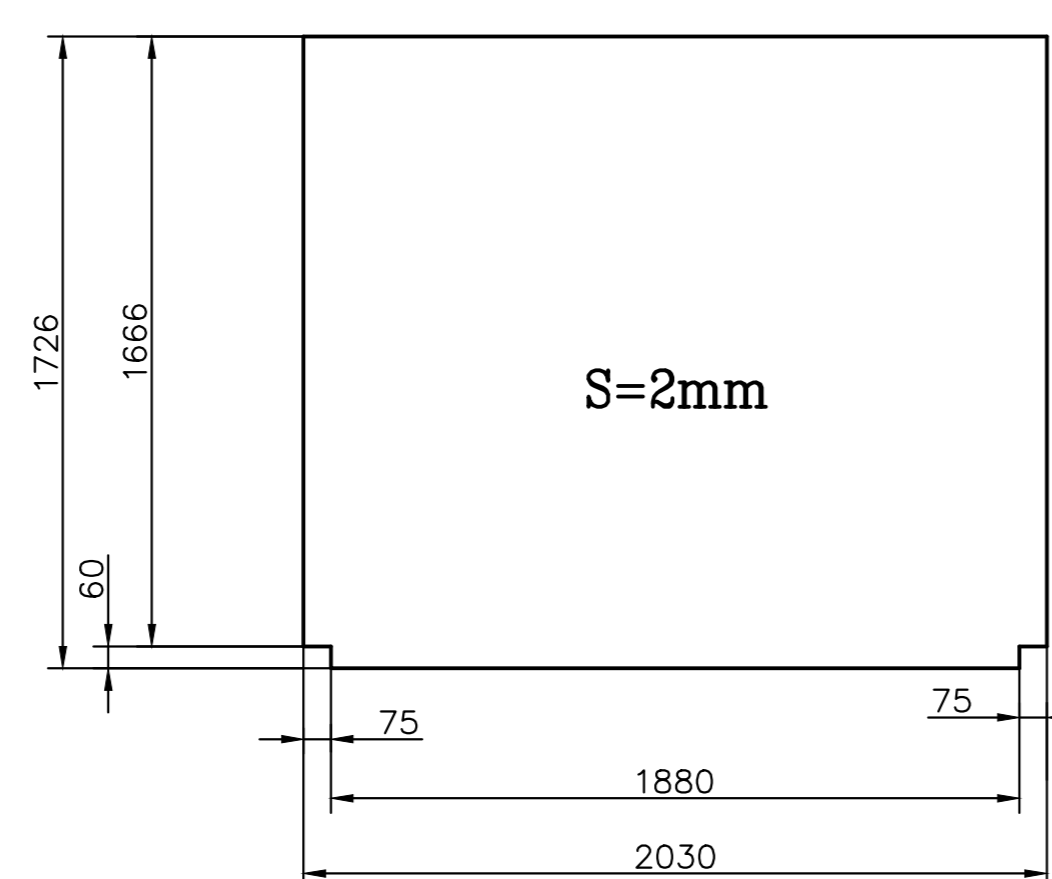
SECTION B-B



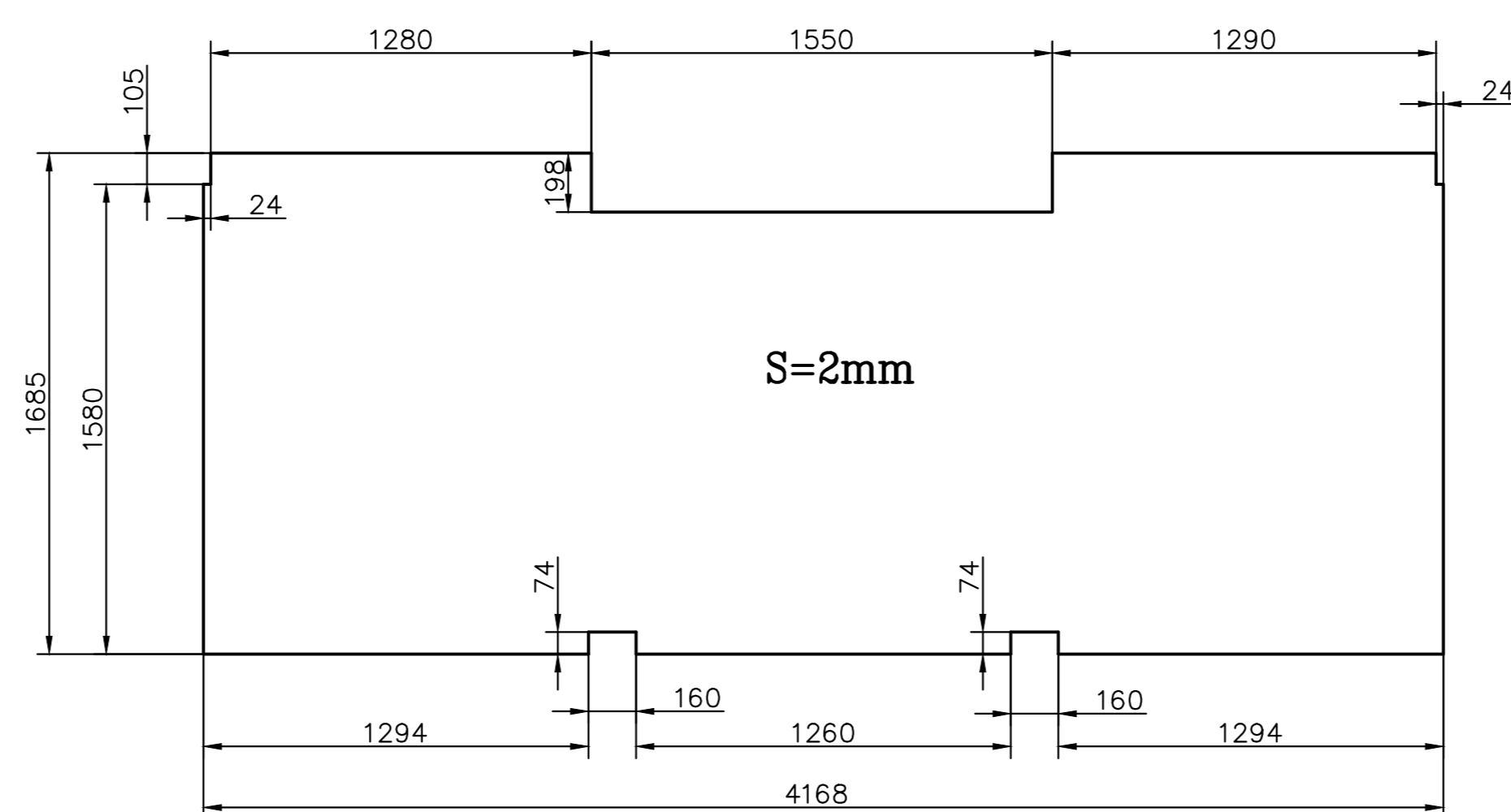
VIEW Y (Scale 1:10)



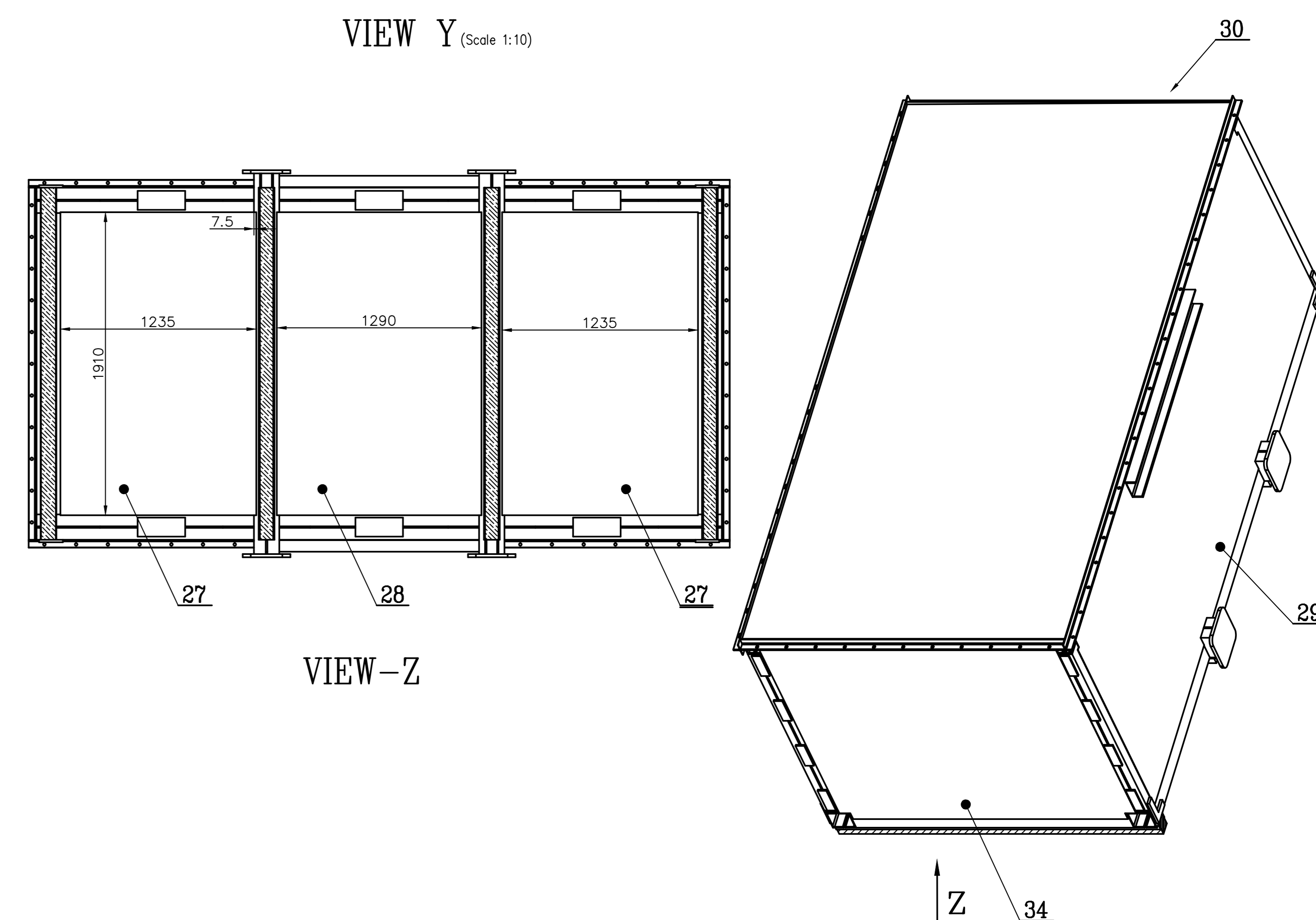
ITEM NO.34



ITEM NO.30

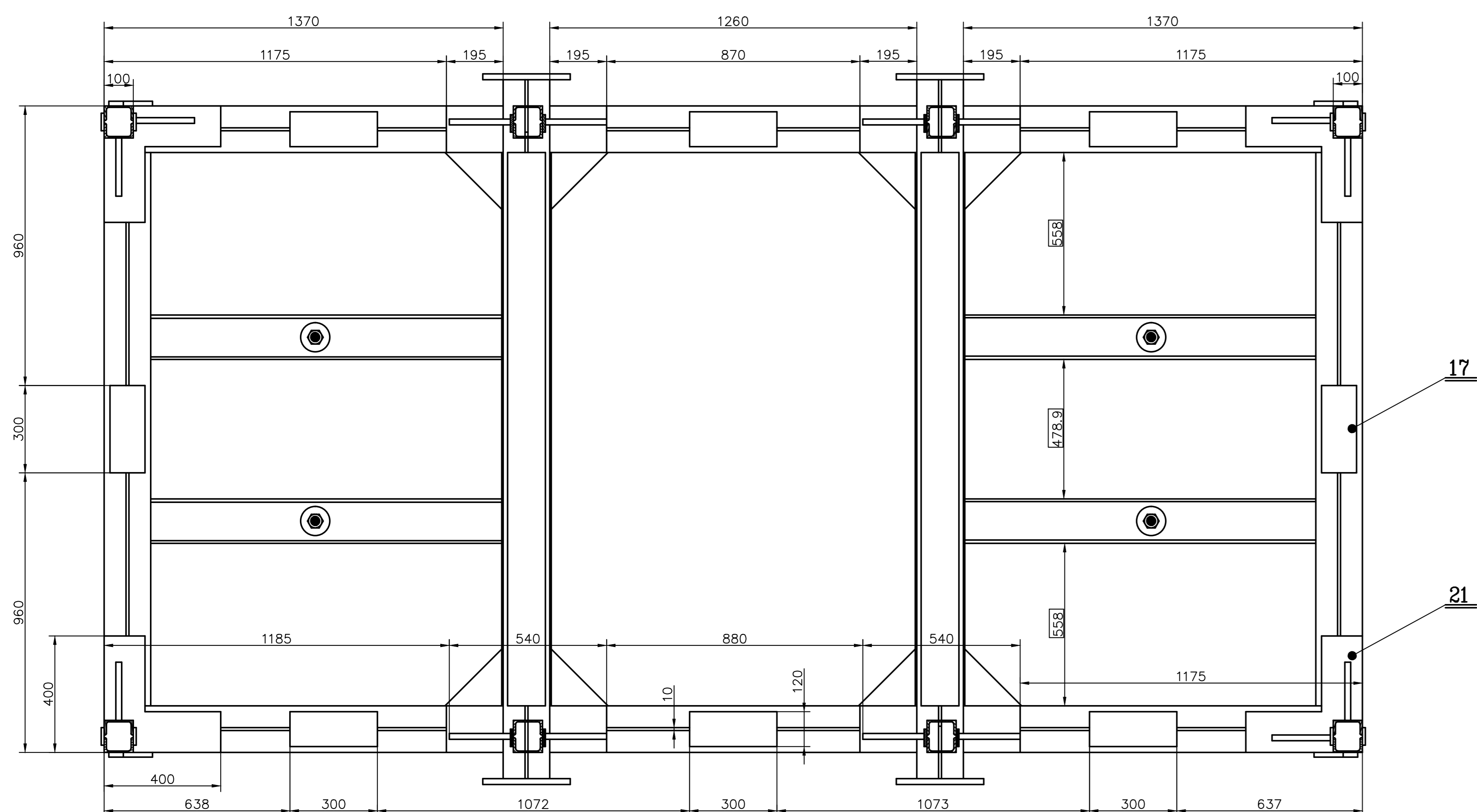


ITEM NO.29

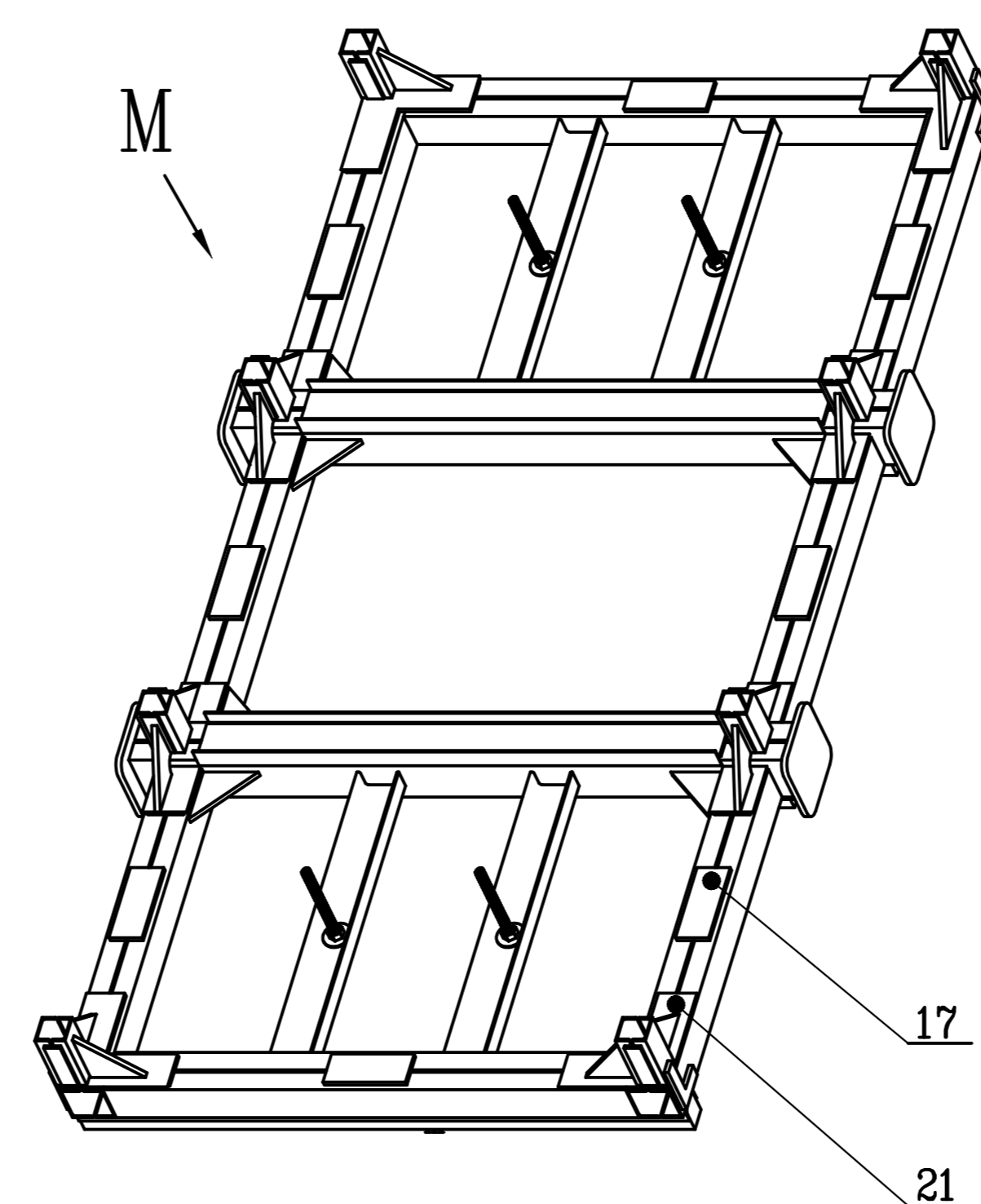


VIEW-Z

VIEW OF PACKAGE STRUCTURE WITH OUTER SHEET



VIEW M (Scale 1:10)



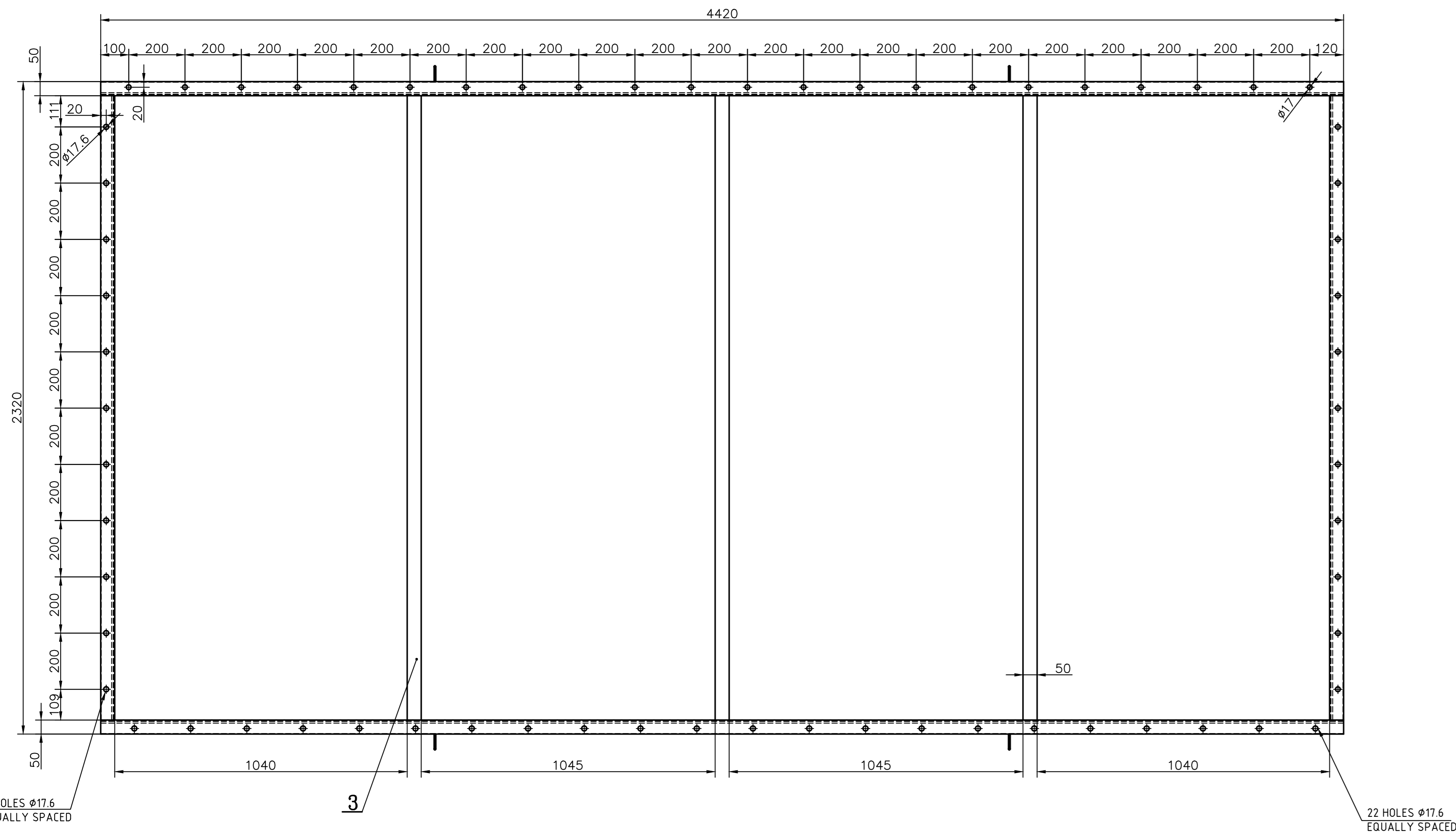
SECTION C-C

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SHEET NO. 02

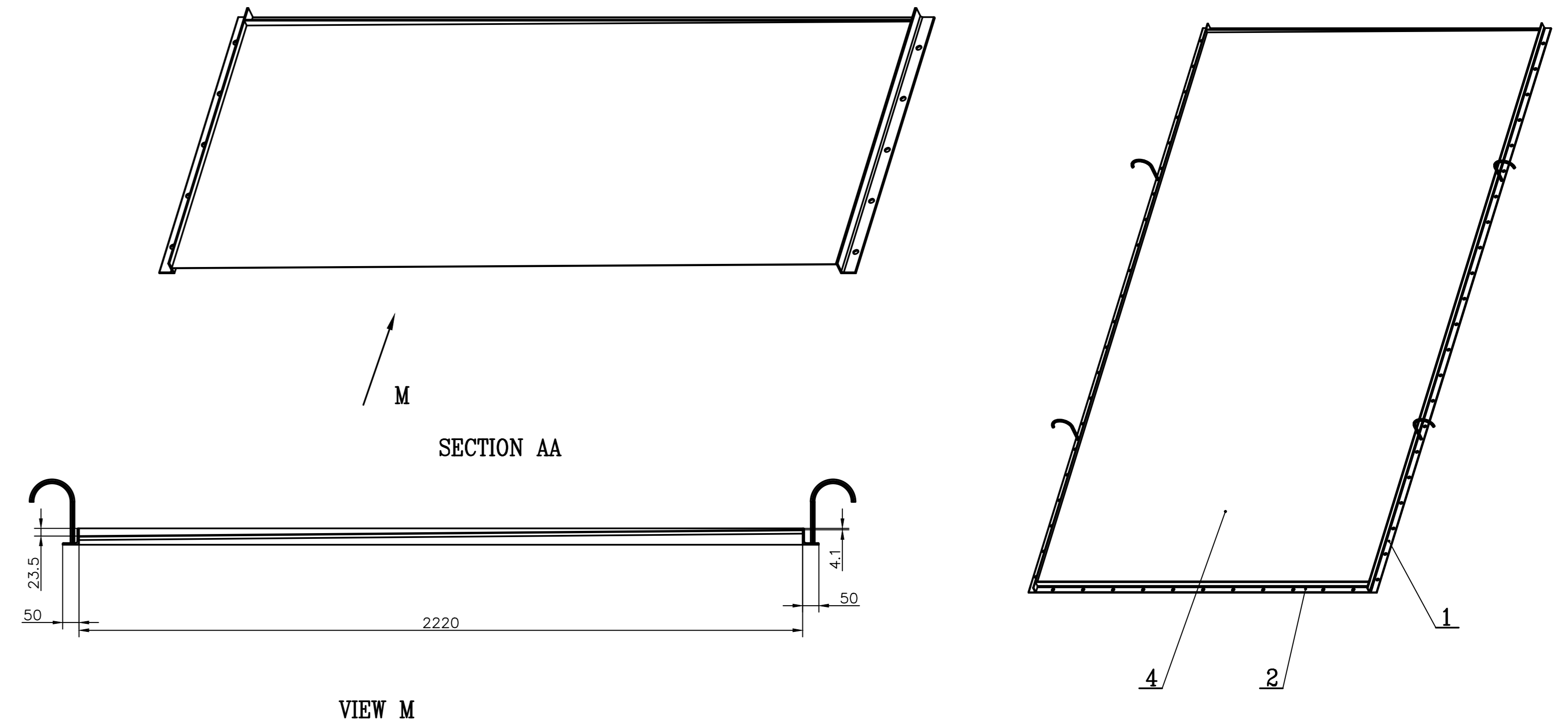
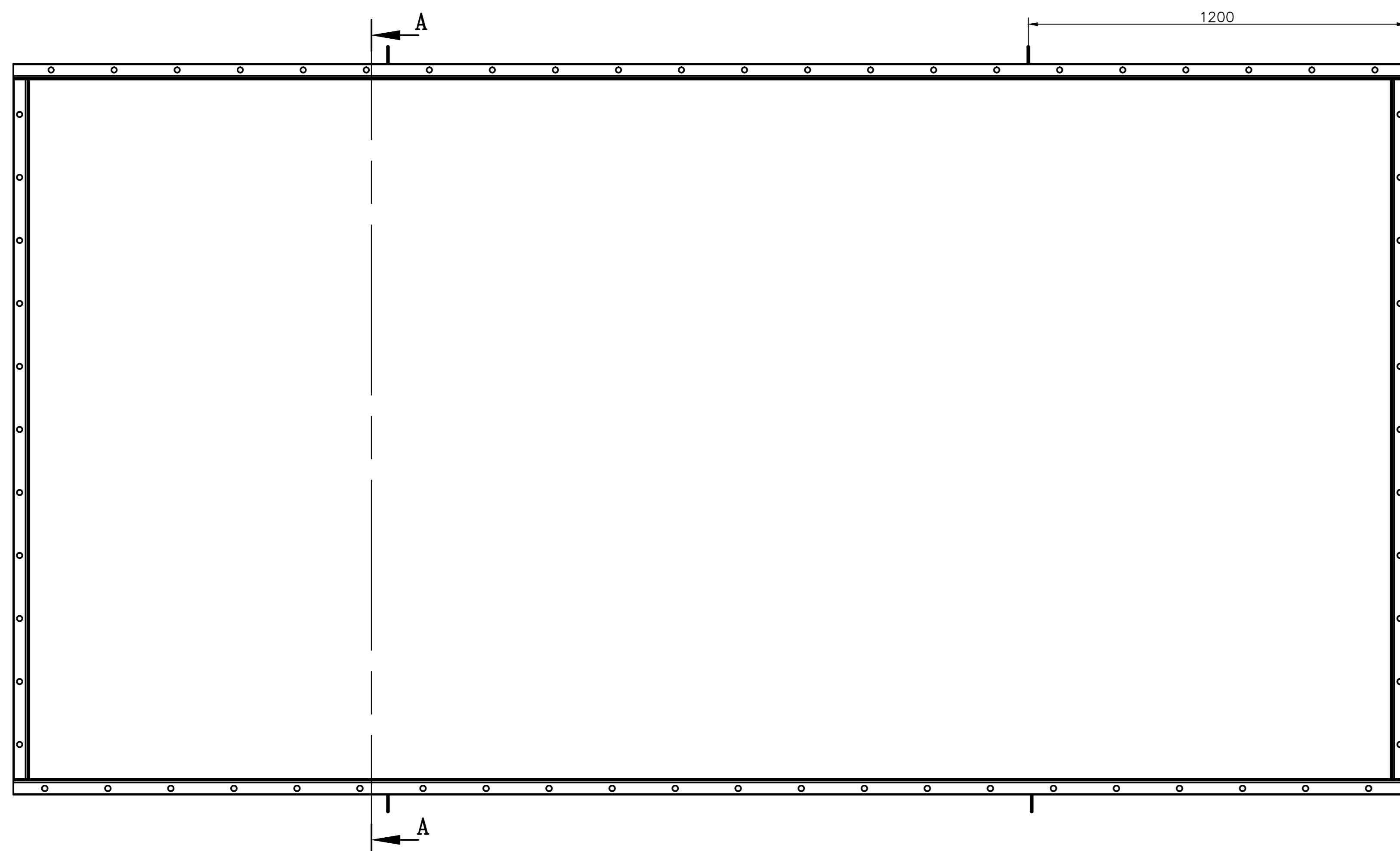
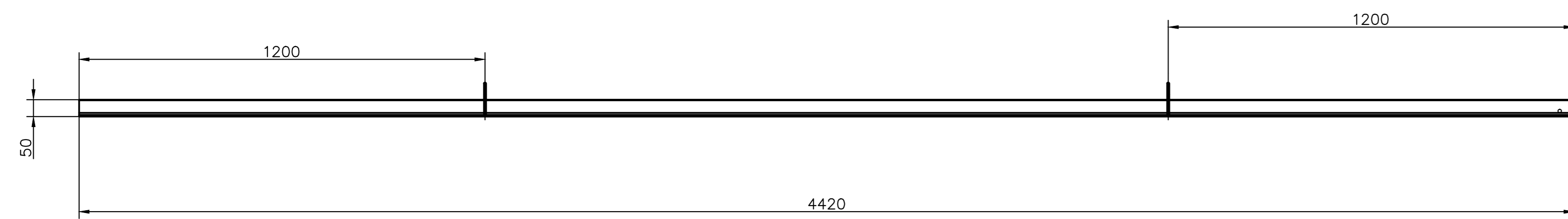
GRADE OF UNTOLD DIM		STATUS OF Dwg		TYPE OF PRODUCT OR PROJECT		STEAM TURBINE		660 MW	
M/G-C/M/F AA0230208	WELDING-A/B/C/D // AA021104	GAS CUTTING-T3AA0621101	REV 01	DATE 06.03.19	ALTERED BY	MONKA	SR/-	DEPT CODE	4011
TOTAL WEIGHT CHARGE STRUCTURAL FRAME AS PER C/A NO. STE-20-F0214.		NO CHANGE AS PER C/A NO. STE-19-F0148.		OM 50 SHOWN IN VIEW Y (ZONE A12).		AS PER C/A NO. STE-19-F0068.		SCALE 1:20	
WEIGHT (KG) 2410.300		REF. TO ASSY. DRG.		DRAWING NO. 0-10001-00513		CARD CODE		SHEET No. 02 No. OF SHEETS 03	

1900-10001-0



11 HOLES $\phi 17.6$
EQUALLY SPACED

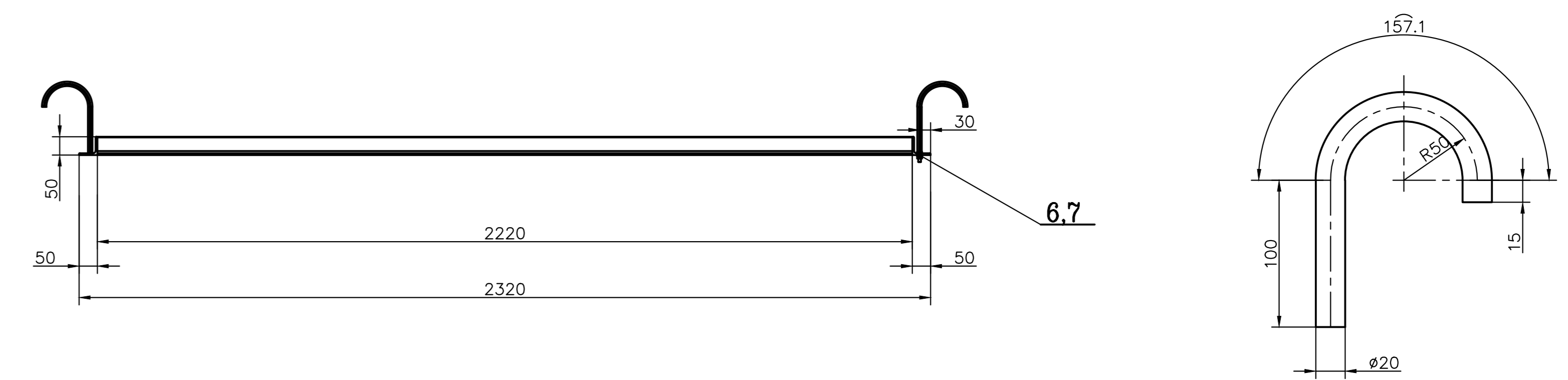
22 HOLES $\phi 17.6$
EQUALLY SPACED



VIEW M

SECTION AA

(SCALE 1:20)



DEVELOPED LENGTH IS 273MM

ITEM 5 (SCALE 1:25)

TECH. REQUIREMENTS:-



1. THE TOLERANCE ON OVERALL DIMENSIONS ARE
- HEIGHT, LENGTH, WIDTH = +5
- FROM PERPENDICULARITY = ±5
- UN TOLERANCE DIMENSIONS = ±5
2. ALL ITEMS OF COVER ARE TO BE WELDED TOGETHER ALONG ALL MATING EDGES AND SIDES.
3. DEFAULT SIZE OF WELD SHALL BE EQUAL TO THICKNESS ITEM TO BE WELDED WHERE WELD EDGE IS NOT PREPARED.
4. WELD CLASSIFICATION GROUPS ACC. TO HW0620099: BK, BS
5. WELD TEST SCOPE ACC. TO HW050199.100% DP TEST.
6. SURFACE FINISH FOR HOLES SHALL BE \sqrt{R} HOLES OF COVER TO BE MATCHED WITH THE CORRESPONDING LOCATIONS IN THE MAIN STRUCTURE.
7. THE COVER IS TO BE PAINTED AS PER DRG. 31000039000.
8. ITEM NO.4 TO BE WELDED ALONG FULL LENGTH.
9. HOLES OF COVER STRUCTURE TO BE MATCHED.

ITEM NO.	ITEM DESCRIPTION	MAT. CODE	UNIT	WT.	LINE	TOTL
066	007 NUT M16	AA7151131054	0	100	Kg	
066	006 BOLT M16X50	AA711122240	1	08	Kg	
04	005 HOOK $\phi 20$ L=273	AA7111122	1	340	Kg	
01	004 SHEET 4320X2222X2	AA1010208101	1	50	Kg	
03	003 FLAT 50X2221X10	AA10108	8	700	Kg	
02	002 ANGLE 50X50X5 L= 2220	AA1011808072	08	500	Kg	
02	001 ANGLE 50X50X5 L= 4420	AA1011808072	16	800	Kg	

REV	DATE	ALTERED	CHECKED	REV	DATE	ALTERED	CHECKED	REV	DATE	ALTERED	CHECKED	REV	DATE	ALTERED	CHECKED	REV	DATE	ALTERED	CHECKED

Manufacturer Name and Address		MANUFACTURING QUALITY PLAN				APPLICABILITIES TO			
BHEL Haridwar approved sub-contractors only	ITEM	SS FOR HP-IP PEDESTAL, TOP COVER FOR HP-IP PEDESTAL			Q.P. NO	QP/QA/212019	PROJECT		
					DATE	09.08.2021			
					REV. NO.	00	CONTRACTOR	BHEL (HEEP) HWR	
	WO. No.	10858A11501			PAGE NO.	Page 1 of 2	Indent	20210068 rev 00 dated 07.08.2021	

S. No.	COMPONENT OPERATION	CHARACTRISTIC CHECKED	CATE-GORY	TYPE/ METHED OF CHECKED	QUANT-UM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE DOCUMENT	FORMAT OF RECORD					REMARK
									D	M	B	C	
1	2	3	4	5	6	7	8	9	10	11	12	13	14
1.0	Material Receiving Inspection	Review of Supplier Test Certificate of Material for all the party materials	Major	Visual inspection	100 %	As per drg./ Standard	As per drg./ Standard	TC	✓	P	V	-	All party material to be procured from BHEL,Haridwar approved sources with following conditions - In all the cases a mill test certificate correlateable with the component for verification of conformance of the material as per the requirement is essential.
2.0	<u>INPROCESS-INSPECTION</u>												
2.1	WPS, PQR & WPQ Qualification	Scrutinizing	Major	Record check	100%	ASME SEC IX	ASME SEC IX	Test Report	✓	P	V	-	WPS/PQR/WPQ approved by BHEL /BHEL approved agency shall be used.
2.2	Welding Operation	i) Visual inspection of welds	Major	Visual	100%	As per drg./ Standard	As per drg./ Standard	Obs. sheet	✓	P	V	-	1) BHEL approved electrode shall be used during welding 2) Qualified welders by BHEL /BHEL approved agency in accordance with ASME Section IX will be deployed on the job

Manufacturer/Subcontractor	Legends: P Perform by; W Witness by; V Record review; C Customer ; B BHEL/BHEL Representative; M Manufacturer/ sub-contractor; D: documents with tick mark shall be submitted by vendor to BHEL.	For BHEL Use	
		Worked by:  Deepika Singh, SE (QAX)	Approved by:  Sugandh Agrawal, DM (QAX-Mfg)

Manufacturer Name and Address		MANUFACTURING QUALITY PLAN					APPLICABILITIES TO				
BHEL Haridwar approved sub-contractors only	ITEM	SS FOR HP-IP PEDESTAL, TOP COVER FOR HP-IP PEDESTAL					Q.P. NO	QP/QA/212019	PROJECT		
						DATE	09.08.2021				
						REV. NO.	00	CONTRACTOR	BHEL (HEEP) HWR		
	WO. No.	10858A11501					PAGE NO.	Page 2 of 2	Indent	20210068 rev 00 dated 07.08.2021	

2.3		ii) NDT of welds.	Major	NDT	As per drg.	As per drg./ Standard	As per drg./ Standard	Report	✓	P	V/ W	-	1) NDT shall be carried out by ASNT/ISNT Level I/II Qualified Operators 2) V in case of RT' W in case of UT/DPT. 3) NDT consumables shall be procured from BHEL approved sources.
3.0	FINAL INSPECTION												
3.1	Dimensions	Verification of dimension & inspection	Major	Visual & measurement	100%	As per drg./ Standard	As per drg./ Standard	Obs. Sheet	✓	P	W	-	
3.2		Coating/ conservation (as applicable)	Major	Visual & measurement	As per drg.	As per drg./ Standard	As per drg./ Standard	Obs. Sheet	✓	P	V	-	
3.3		Completeness of Job, Documentation	Major	Visual	100%	As per drg./ Standard	As per drg./ Standard	Record	✓	P	V	-	Item shall be dispatched to BHEL after acceptance by BHEL/ BHEL nominated agency after duly identifying by P.O.No., drg no. Plant Order No. and I.R.No

Note:

1. Requirements of P.O., drawing and standard shall be fulfilled.
2. BHEL reserves the right for conduct repeat test, if required.

Manufacturer/Subcontractor	Legends: P Perform by; W Witness by; V Record review; C Customer ; B BHEL/BHEL Representative; M Manufacturer/ sub-contractor; D: documents with tick mark shall be submitted by vendor to BHEL.	For BHEL Use	
		Worked by: <i>Deepika Singh</i> Deepika Singh, SE (QAX)	Approved by: <i>Sugandh</i> Sugandh Agrawal, DM (QAX-Mfg) <small>Digitally signed by SUGANDH AGARWAL Date: 2021.08.10 15:45:16 +05'30'</small>

AIX to inform following to sub-contractor in case Remote Inspection along with routine inspection is required (due to covid-19 situation):.

Procedure for Remote inspections (Purchased / sub-contracted items)-

- Vendor will submit remote inspection call similar to routine inspection call (alongwith internal inspection reports, records of calibration of measuring instruments).
- Digital display measuring instruments to be preferred, if available.
- Illumination by minimum 100 Watt bulb is to be done on the job near the location of inspection.
- Remote inspection will start with verification of identification numbers available on the item.
- Remote inspection will be offered by vendor through live videography, and videos, important pictures to be included as records of inspection, which will be submitted to BHEL(QC-Materials).
- The online inspection shall be performed using video call on Lifesize, Webex, WHATSAPP, Microsoft Teams application.
 - a) For **MPI**, first calibration using field indicator will be shown. After that room will be covered for darkness and MPI using Yoke or Prod as per applicable specification-shall be performed on casting. The inspector at the other end will see it through WHATSAPP video call. As MPI is with Fluorescent method, the indication are visible in the dark and can be seen through video call.
 - b) For **UT**, first the calibration of UT machine will be shown to the inspector through video call. After that 02 NO. mobile phones will be used for showing the UT on the job. 01 mobile is used for showing the probe movement and other is used for showing the screen of UT machine for indications.
 - c) The **HARDNESS** on material shall be shown using EQUOTIP HARDNESS TESTER. Before start of testing calibration on standard test block will be shown.
 - d) **DIMENSION & WALL THICKNESS** will be shown on marking table through video call.
 - e) For **MECHANICAL TESTING**, first “0” setting of machines will be shown to the inspector. After that dimension of each sample will be shown. The tensile test and impact tests shall be performed on test sample and inspector will witness the same through video call. After completion of test, all measurement on test samples, as applicable, shall be shown to the inspector on video call.
 - Remote Inspection to be performed on job, should have no difference w.r.t. routine inspection performed in case of personal attendance of inspector.

- In case, interruption / loss of connectivity is reported by BHEL/ UPRVUNL/NTPC/TANGEDCO/MAHAGENCO etc. during inspection, the process will be repeated by the vendor.
- Any clarification raised during remote inspection, will be responded immediately by vendor.

ITEMS	SUPPLIER CODE / NAME OF SUPPLIER
Welding Electrode AWS: E-7018	06147 / VARUN ELECTRODES PVT. LTD.
	06164 / SUPERON SCHWEISSTECHNIK (I) LT
	07080 / RAJ KESARI ELECTRODES PRIVATE
	16016 / D & H SECHERON ELECTRODES PVT
	16113 / D & H INDIA LIMITED
	17023 / CALCUTTA ELECTRODES PVT LTD
	22729 / WELDWELL ELECTRODES
	29057 / MANTEK ELECTRODES PVT. LTD.
	40277 / ESAB INDIA LIMITED
	40648 / MARUTI WELD PRIVATE LIMITED
	41185 / MAILAM INDIA LIMITED,
	41590 / GEE LIMITED
41596 / HONAVAR ELECTRODES PVT LTD	

HOT ROLLED CARBON STEEL SHEETS	03624 / TATA STEEL LIMITED
	08166 / STEEL AUTHORITY OF INDIA LTD
	08400 / TATA STEEL BSL LIMITED
	26053 / JSW STEEL LIMITED

COLD ROLLED CARBON STEEL SHEET	03624 / TATA STEEL LIMITED
	08166 / STEEL AUTHORITY OF INDIA LTD
	08400 / TATA STEEL BSL LIMITED
	20055 / THYSSENKRUPP ELECTRICAL STEEL
	26053 / JSW STEEL LIMITED

STRUCTURAL STEEL ANGLE,CHANNEL,BEAM,TMT,TOR.	02968 / SANDOZ METALS (INDIA)
	04135 / BHAWANI INDUSTRIES PRIVATE LTD
	08166 / STEEL AUTHORITY OF INDIA LTD
	08360 / K.L. STEELS (P) LIMITED
	15017 / RELIABLE SPONGE PVT LTD
	17024 / MAHAMAYA STEEL INDUSTRIES LTD
	17025 / NANDAN STEELS AND POWER LIMITE
	17026 / PRIME ISPAT LIMITED
	17027 / TOPWORTH STEELS & POWER PRIVAT
	17029 / MONNET ISPAT & ENERGY LIMITED
	24025 / RASHTRIYA ISPAT NIGAM LIMITED
	41122 / SUN FLAG IRON & STEEL CO. LTD.
	41307 / JINDAL STEEL & POWER LTD.
	41353 / P.R. ROLLING MILLS (P) LTD.
	41642 / SKS ISPAT & POWER LTD



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

For Indian Bidders (Version December-2020, Rev: 05)

Table of Contents

1. GENERAL	1
2. ORIGIN OF QUOTATION	1
3. SUBMISSION OF TENDER	1
4. TENDER OPENING	2
5. SPECIFICATION, DRAWINGS & STANDARD	2
6. PRICE SCHEDULE	3
7. REVERSE AUCTION	3
8. DELIVERY TERMS	3
9. PENALTY FOR LATE DELIVERY	4
10. PAYMENT TERMS	4
11. TAXES & DUTIES	5
12. BANK GUARANTEE	6
13. GUARANTEE / WARRANTY AND CORRESPONDING REPAIRS / REPLACEMENT OF GOODS	6
14. QUALITY REQUIREMENT	6
15. VALIDITY	6
16. RIGHT OF ACCEPTANCE	6
17. TRANSIT INSURANCE	7
18. RISK PURCHASE	7
19. FORCE MAJEURE CLAUSE	7
20. NON-DISCLOSURE AGREEMENT	8
21. SETTLEMENT OF DISPUTES / ARBITRATION	8
22. WHARFAGE / DEMURRAGE RESPONSIBILITY	8
23. CONDITIONS FOR AVAILING MICRO & SMALL ENTERPRISES (MSE'S) BENEFITS	8
24. INFORMATION TO THE BIDDERS	10
25. MAKE IN INDIA (GOVT-NOTIFICATION)	10
26. RESTRICTIONS UNDER RULE 144(XI) OF THE GENERAL FINANCIAL RULES (GFRs), 2017	12

27. NOTE..... 12

1. GENERAL.

These general terms & conditions shall apply to all the Tender Enquiries, notice inviting tenders, request for quotations concerning the supply of goods and / or rendering of services to Bharat Heavy Electricals Ltd., HEEP, Haridwar (hereinafter referred to as BHEL or the Purchaser). In case of placement of order these conditions will become part of Purchase Order (P.O) until unless the deviations are specifically agreed by BHEL.

2. ORIGIN OF QUOTATION.

- The quotation should preferably be from the principal bidder. However tender specific authorized registered dealer/agent can also submit the bid on their behalf, failing which the quotation is liable to be ignored. BHEL prefers to deal directly with the principal manufacturers.
- An agent cannot quote on behalf of more than one principal in the same Tender Enquiry.

3. SUBMISSION OF TENDER.

- Bid / Quotation must be enclosed in sealed cover on which tender enquiry number and the due date MUST BE written and be invariably sent under REGISTERED POST / SPEED POST / COURIER / Dropped in the Tender Box: addressed as follows:

Quotation against Enquiry No. _____

Dated: _____

Due on: _____

To,

**THE HEAD OF MATERIALS MANAGEMENT,
Heavy Electrical Equipment Plant,
Bharat Heavy Electricals Limited,
HARIDWAR-249403 (Uttarakhand), INDIA.**

- TENDER ROOM is located at: Room No. - 415, 4th Floor, Main Admin. Building, BHEL-HEEP, Haridwar.

Quotations / Bids not in accordance with General Instructions and Standard Terms & Conditions are likely to be ignored.



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General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

For Indian Bidders (Version December-2020, Rev: 05)

- c) In case of Three / Two Part Bid, technical bid containing technical offer, duly signed and un-priced copy of the Price Bid should be kept in one envelope. Price Bid containing only the price should be kept in a separate envelope. All envelopes indicating Part-1 or Part-2 or Part-3 as the case may be to be put in a bigger envelope. Please note that un-priced bid should be the exact replica of price bid but without prices.
- d) The bid / quotation must be posted before due date, keeping allowance for postal transit time. Quotations sent by any mode but not received in time will be ignored. Tender received through authorized E-mail is also acceptable. However, in time submission of tender in tender box shall be the responsibility of the bidder, sent through any mode. Documents submitted with the offer / bid shall be signed and stamped in each page by authorized representative of the bidder.
- e) Any additional documents submitted by supplier / bidder, during processing of registration application / tender or after placement of order shall not be accepted unless it is submitted with forwarding letter and duly signed and stamped.
- f) The bids of the bidders who are on the banned list and also the bids of the bidders, who engage the services of the banned firms, shall be rejected. The cutting / overwriting in the bid / offer must be duly attested by the signatories to the bid. The list of firms banned by BHEL is available on BHEL web site www.bhel.com.
- g) Being PMD vendor, if you are not quoting against this tender enquiry, please send your regret letter positively for our reference with valid reasons for not participating in the tender enquiry. Repeated lack of response on the part of bidder may lead to deletion such PMD vendor from BHEL's approved vendor list.
- h) The bidders will submit Integrity Pact, duly signed by its authorized signatory, along with their bids wherever estimated tender value is Rs. 2 Crore or more.
- i) In case of open tender, technically qualified unregistered bidders may apply online for registration through <http://www.bhel.com/index.php/vender>.
- j) BHEL reserves the right to award tendered quantities among more than one bidder (after acceptance of L1 price by the other bidders). BHEL can also consider awarding of part of the tendered quantity to other than L-1 bidder at L1 counter offered rates, if the quantity offered by the L-1 bidder is less than the quantity tendered for.
- k) In case of e-Tendering (Online bidding through e-portal), offline bid submitted in hard copy or in any other form by the vendor / supplier will not be accepted and will be rejected out rightly. Only e-portal bid will be accepted.

4. TENDER OPENING.

Tender opening is scheduled to start in the Tender Room at 2:00 PM, on the due date. Therefore, bid / quotations must reach this office / tender Box latest by 1:45 PM on due date. Only participating bidders are allowed to attend tender opening. **TENDERS RECEIVED AFTER THE SPECIFIED TIME OF THEIR 'SUBMISSION' WILL BE TREATED AS LATE TENDERS AND SHALL NOT BE CONSIDERED UNDER ANY CIRCUMSTANCES.** The bidders or their authorized representatives may be allowed to attend tender opening if duly authorized by their principals, through a tender specific letter on that particular day. General authorization letter is not acceptable.

Note: - Foreign bidders willing to attend the bid opening has to provide the requisite documents to the concerned Purchase executives for arranging gate pass for them.

5. SPECIFICATION, DRAWINGS & STANDARD.

- a) Bidders must give their detailed specification in the quotation along with relevant technical literature / catalogue etc. against the tender enquiry.
- b) The Bid should be accompanied with relevant copies of catalogues, drawings or specification as per tender enquiry.

Quotations / Bids not in accordance with General Instructions and Standard Terms & Conditions are likely to be ignored.



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

For Indian Bidders (Version December-2020, Rev: 05)

If these documents are not furnished, the offer is liable to be rejected.

- c) Wherever national / international (N/IN) standards are referred, the latest N/IN standards are to be followed. Mention year & date of standard revision that shall be followed for the supply.
- d) All Drawings and Standards are proprietary of BHEL. It must not be used in anyway detrimental to the interest of the company.

6. PRICE SCHEDULE.

- a) Kindly quote your prices in figures and words both. In case of any discrepancy in value, the prices quoted in words shall be considered for evaluation and establishing L1 status.
- b) Prices quoted should not be more than the prices quoted to any other BHEL units / offices / divisions. Vendor to submit copy of latest Purchase Order placed by any unit of BHEL for similar items in the technical bid. In case no order has been placed on such items, specific confirmation that no order has been placed on such items should be provided.
- c) Prices should be quoted on F.O.R. Destination basis. Transit insurance shall be arranged by BHEL and not to be included in the prices. The offers quoted on other than F.O.R destination basis may result in non-consideration of such bids.
- d) In case BHEL accepts the EX-Works prices, such offers will be loaded by 1.5% of EX-Works value towards freight or with actual freight charges as per BHEL freight rate contract whichever is higher.
- e) In case of Indigenous items covered by DGS & D Rate Contract, the bidders should submit latest valid copy of the rate contract along with bid / quotation
- f) Applicable **IGST / CGST / SGST** and any other statutory levy should be indicated separately and clearly in the bid / quotation.

- g) Bidders can dispatch goods through any Indian Bank Association approved transporters having their branch at HARIDWAR / destination. If material is dispatched through other than Indian Bank Association approved transporter, material to be delivered on door delivery BHEL Stores basis.
- h) In case of dispatch of material through any other unapproved transporter, payment shall be made only after receipt of material and any additional charges payable to the transporter shall be to the bidder's account.
- i) Any demurrage / godown rent payable to the transporter / or to godown's owner due to any delay attributed by the supplier shall be recovered from supplier's account.
- j) Currency of Evaluation shall be INR.

NB: Financial evaluation of L1, L2Status will be on the basis of Landed Cost to BHEL.

7. REVERSE AUCTION.

Wherever RA is declared in the special terms and conditions of tender enquiry, following shall be applicable and Bidders to confirm the same:

"BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among all the techno-commercially qualified bidders.

Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking."

8. DELIVERY TERMS.

- a) Goods shall be delivered on 'FOR Destination' basis to the named destination unless otherwise called for in the tender enquiry.
- b) Loading on account of 3rd party inspection charges in case of Indian bidders shall be 0.20%.

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BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

For Indian Bidders (Version December-2020, Rev: 05)

9. PENALTY FOR LATE DELIVERY.

a) Where items of Purchase Order are independently usable.

Penalty for Late Deliveries shall be applicable @0.5% per week or part thereof on the value of respective delayed supplies subject to a maximum of 10% of the value of respective delayed supplies. Value of delayed supplies will mean the Gross Value payable to the vendor (Before LD) against such supplies excluding taxes and duties.

b) **Where the total items are required for a main equipment and items are interdependent.**

Penalty for Late Deliveries shall be applicable @0.5% per week or part thereof on total value of Purchase Order subject to maximum of 10% of the total value of Purchase Order. Purchase Order value for this purpose shall be the Total Gross Value payable to the vendor (Before LD) excluding taxes and duties.

c) Bidders are requested to quote the best delivery meeting the delivery requirements. BHEL reserves the right to reject the offers not meeting BHEL's delivery requirement.

d) Commencement of delivery period shall be reckoned from the date of PO / LOI or any other agreed milestone.

e) Bidder shall deliver the goods in the manner and schedule agreed under the terms and conditions of Purchase order.

f) **DELIVERY IN CASE OF REJECTION:** In case the material is rejected, then date of replacement will be considered as the actual date of delivery.

g) **DELIVERY AGAINST BANK DOCUMENTS:** In case payment terms quoted by bidder are documents through bank, and the delivery terms being "FOR Haridwar / FOR Transporter Go-down" then date of delivery will be date of intimation by transporter / bidder of delivery of material at Haridwar for the penalty purpose.

g) Where the payments are through bank, the documents may be presented for negotiation to BHEL authorized / nominated bank.

10. PAYMENT TERMS.

a) BHEL's standard payment term is Payment after receipt and acceptance of materials / items at HEEP, BHEL-Store or at desired destination unless otherwise specified in Special Terms attached to the tender enquiry.

b) BHEL reserves the right to accept or reject the offer of the bidder who quotes the payment term other than BHEL's standard payment term.

c) Loading on account of deviation in payment terms shall be done as per extant rules of BHEL-Haridwar.

d) 100% payment along with taxes, freight & insurance will be made after receipt and acceptance of material and within 75 days from the date of invoice subject to submission of non-discrepant documents within 15 days of supply as per terms and conditions of Purchase Order. In case any discrepancy found in the documents, BHEL will notify the same to vendor within 7 days of receipt. Vendor has to clear all the discrepancies in one go within 7 days thereafter else the payment of vendor may get delayed.

e) For MSEs (covered under MSME Act) which are registered and periodically renewed with BHEL, the payment will be made within 45 days or as prescribed in the relevant act.

f) Adherence to the above time schedule of payment is contingent upon Vendor complying with GST Rules w.r.t availment of Input Tax Credit by BHEL.

g) In case GST credit is delayed / denied to BHEL, due to non / delayed receipt of goods and / or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reason not attributable to BHEL, GST amount shall be recoverable from Vendor along with interest levied / leviable on BHEL.

h) The taxes and duties that are reimbursed would be the ones applicable as on the contractual Purchase order delivery date or the amount actually paid whichever is less.



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

For Indian Bidders (Version December-2020, Rev: 05)

i) The loading criteria for the different payment terms shall be as under;

Payment Terms	Days of Loading
After Receipt & Acceptance of material within 75 days of supply.	No Loading
Against Delivery at BHEL-Stores Haridwar.	45
Against documents through bank (CAD):	45
Letter of Credit (LC)	120
Usance LC	No Loading if usance period is > 120 Days.
	Loading of days' difference i.e. difference between 120 days and usance period if the usance period is < 75 days.
Advance	Delivery Period + 120 Days - Advance Payment Days.

11. TAXES & DUTIES.

- a) The bidder to specify in their offer (part 1 bid) the category of their registration under GST like Registered, Unregistered and composite dealer.
- b) The provisional GST registration number of Bharat Heavy Electrical Ltd, Heavy Electricals Equipment Plant, Ranipur, Haridwar is "05AAACB4146P1ZL" with state Code as "05" and State Name as "Uttarakhand".
- c) Please quote our provisional GST registration number in all invoices raised for supply of goods and services under GST regime and also ensure filing of timely return and payment of tax and compliance of other applicable provisions on supplier under GST regime.
- d) No GST will be reimbursed to unregistered or composite dealer. In the event, any GST is quoted by composite dealer, the same shall be added to the cost of supply in evaluating the bid.
- e) Since, input credit of GST will be available to BHEL-Haridwar only after correct filing of return and payment of applicable GST by supplier, reimbursement of GST shall be made by BHEL-Haridwar on matching of vendor inputs at GST portal,

ensuring availability of input credit to BHEL Haridwar. Payment of GST will be made to vendor after matching of input credit and vendor to ensure submission of their invoices along with consent to accept payment of tax after such matching in all cases where bills are submitted directly to BHEL-Haridwar or through bank or under LC or through any other mode.

- f) In the event of any disallowance of input credit or applicability of interest or any other financial liability arises on BHEL-Haridwar due to any default of supplier under GST, such implication shall be to supplier's account.
- g) In the event of any change in the status of the vendor after the submission of the bid but before the supply, GST applicable at the time of supply or in the bid, based on the registration status of the vendor, whichever is lower shall be payable.
- h) Where ever applicable If PAN (Permanent Account Number) of the recipient is not available, income tax is deductible either at the normal rate or at the rate of 20 percent, whichever is higher as per Section 206AA of Indian Income Tax Act 1961.
- i) The bidder shall clearly indicate HSN (*Harmonised System Nomenclature*) / SAC (*Service Accounting Code*), its description and applicable rate of GST for each item in his techno-commercial bid.
- j) Statutory Variation in Taxes & duties as applicable at the time of supply shall be payable. However, in the event of no change in law but bidder quoting certain tax structure in bid document which is lower than the applicable one, such amount shall be the maximum amount of tax that can be claimed by bidder.
- k) **IMPORTED GOODS OFFERED BY INDIAN BIDDERS AGAINST DEALER INVOICE:** Wherever the material being offered is imported, the bidder must quote the prices inclusive of IGST. The rate and value of IGST as included in the price must be indicated separately. In case quantum of IGST is not mentioned by the bidder the same will not be considered for evaluation. However, bidder will have to pass on the benefit of IGST to BHEL at the time supply.



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTIC)

For Indian Bidders (Version December-2020, Rev: 05)

- l) In case of directly dispatchable items to Customer's Site, BHEL-Haridwar will inform the GST registration number of the respective customer which must be mentioned on the vendor's invoice. Vendor to ensure availability of such information from BHEL-Haridwar before dispatch of any material. However, while filing GSTN-1, BHEL Haridwar GSTN number to be quoted.

Note: - Vendors must ensure compliance of all the applicable rules and procedure as envisaged in the GST Regime. Any loss to BHEL-Haridwar due to fault / non-compliance by the vendor will be to the vendor's account.

12. BANK GUARANTEE.

In case the bank guarantees are required to be deposited towards security deposit/performance guarantee or for any other purpose as per the terms of this tender enquiry, such bank guarantees of the requisite value in the denominated currency of the purchase order should be from one of the Indian branch of BHEL consortium banks and the bank guarantee should be in the proforma as prescribed by BHEL. The proforma of bank guarantee and the list of consortium banks are displayed at BHEL website www.bhelhwr.co.in. However, in case the bank guarantee is not from BHEL consortium banks, then the bidder has to get the bank guarantee confirmed from one of the Indian branch of BHEL consortium banks and the bank charges for such confirmation will be borne by the bidder.

13. GUARANTEE / WARRANTY AND CORRESPONDING REPAIRS / REPLACEMENT OF GOODS.

Goods shall comply with the specifications for material, workmanship and performance. Unless otherwise specified, the warranty shall be for a period of 18 months from the date of receipt. If the delivery is found non-compliant during the warranty period, leading to rejection, the Seller shall arrange free replacement / repair of goods, within one month from the date of intimation or any mutually agreed period. The rejected goods shall be taken away by the Seller at his cost and replaced on Delivered Duty Paid (DDP) (FOR - BHEL Stores / designated destination basis) within such period. In the event

of the Seller's failure to comply, Purchaser may take action as appropriate, including Repair / Replenish rejected goods & disposal of rejections, at the risk & cost of the Seller. In case the defects attributable to Seller are detected during processing of the goods at BHEL or at our subcontractor's works, the Seller shall be responsible for free replacement / repair of the goods as required by BHEL.

- b) **RETURN OF REJECTED MATERIAL FOR REPLACEMENT:** The bidder shall have to pay 5% incidental charges while taking back supplied material if it is found rejected on receipt. The rejected material shall be sent back only after receipt of replacement / submission of BG / refund of amount paid.

14. QUALITY REQUIREMENT.

Your bid / quotation should have specific confirmation regarding meeting all our quality requirements such as. (i) Test Certificate (TC), (ii) Guarantee Certificate (GC) / Warranty Certificate (WC), (iii) Quality Plan (QP) (if applicable); and (iv) Pre-Dispatch Inspection at your works (if applicable).

15. VALIDITY.

The quotation should be valid for a minimum period of 90 days effective from the date of opening of tender, unless otherwise specified in the tender enquiry.

16. RIGHT OF ACCEPTANCE.

- a) **BHARAT HEAVY ELECTRICALS LIMITED HARIDWAR** reserves the right to reject any or all the bids / quotations without assigning any reason thereof. BHEL also reserves the right to increase or decrease the tendered quantities. Bidders should be prepared to accept order for reduced quantity without any extra charges.
- b) Any discount / revised offer / bids submitted by a bidder on its own shall be considered, provided it is received on or before the due date and time of offer / bid submission (Part-1). Conditional discounts shall not be considered for evaluation of tenders.
- c) Unsolicited discounts / revised offers / bids given after Part-1 bid opening shall not be accepted. No change in price will be



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

For Indian Bidders (Version December-2020, Rev: 05)

permitted within the validity period asked for in the tender enquiry.

- d) In case of changes in scope and / or technical specification and / or commercial terms & conditions having price implication, techno-commercially acceptable bidders shall be asked by BHEL to submit the impact of such changes on their price bids. In case a bidder opts to submit revised price bid instead of impact called for then the latest price bid shall prevail. However, in both situations, original price bid will be necessarily opened.
- e) The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be returned after finalization of contract. EMD shall be forfeited in the event of bidder opting out after tender opening.
- f) BHEL reserves the right to short close the existing Purchase Order / Rate Contract / Work Order or any extension thereof at any stage.

17. TRANSIT INSURANCE.

- a) Transit Insurance will be covered by BHEL under its open Insurance Policy. Seller shall inform dispatch particulars (Purchase Order, RR /GR, Invoice value etc.) to "Finance department (Store bill Section), BHEL Ranipur, Haridwar (Uttarakhand-India) with value of consignment to the Purchaser within 07 days of dispatch for BHEL to arrange insurance coverage in its policy. Failure on the part of seller to inform dispatch particulars will make him liable to pay for any transit damages / losses suffered by the Purchaser.
- b) If Quoted Prices are inclusive of transit insurance, no weightage shall be given while evaluating the bids for Cost of Insurance, being in BHEL Scope.

18. RISK PURCHASE.

In case of abnormal delays (beyond the maximum late delivery period as per Penalty clause) in supplies / defective supplies or non-fulfillment of any other terms and conditions given in

Purchase Order, BHEL may cancel the Purchase Order in full or part thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the supplier. BHEL will take all reasonable steps to get the material from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In case for compelling reasons BHEL accepts the offer without acceptance of this clause by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract.

19. FORCE MAJEURE CLAUSE.

Notwithstanding any other thing contained anywhere else in the contract or PO (Purchase Order), In case the discharge of obligation under the contract by either party is impeded or made unreasonably onerous, neither party shall be considered in breach of the contract to the extent that performance of their respective obligation is prevented by an event of Force Majeure that arises after the effective date (PO date).

In the above clause, Force Majeure means an event beyond the control of the parties to the contract which prevents a party from complying with any obligation of the contract including but not limited to:

- a) Act of God (Such as but not limited to earthquake, drought, tidal waves, floods etc.).
- b) War (whether war be declared or not), Hostilities Invasion, Act of foreign enemy etc.
- c) Rebellion, revolution, insurrection, civil war etc.
- d) Contamination of Radio Activity from any nuclear fuel or from any other nuclear waste or any other hazardous materials.
- e) Riots, commotions, strike unless restricted to the employees of supplier.
- f) Acts of terrorism.
- g) Other unforeseeable circumstances beyond the control of the parties and which the affected party cannot avoid even by using its best efforts.
- h) Cancellation of contract by customer.



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

For Indian Bidders (Version December-2020, Rev: 05)

- i) Change in law / government. Regulation making the performance impossible.

The party claiming to be affected by force majeure shall notify the other party in writing immediately without delay on the intervention and on the cessation of such circumstances.

Irrespective of any extension of time, if an event of force majeure occurs and its effect continues for more than 180 days the affected party shall have right to cancel the contract.

As soon as reasonably practicable following the date of commencement of a Force Majeure Event, and within a reasonable time following the date of termination of a Force Majeure Event, either Party invoking it shall submit to the other Party reasonable proof of the nature of the Force Majeure Event and of its effect upon the performance of the Party's obligations under this Agreement.

The party shall, and shall ensure that its Subcontractors shall, at all times take all reasonable steps within their respective powers and consistent with Good Operating Practices (but without incurring unreasonable additional costs) to:

- Prevent Force Majeure Events affecting the performance of the party's obligations under this Agreement.
- mitigate the effect of any Force Majeure Event and
- Comply with its obligations under this Agreement.

If the war like situation has developed in a country where a seller's works is located in this P.O. or there is political instability and Indian Embassy located in that country forbids or advises for not having any business dealing with the sellers located in such zone / region/ country, then BHEL reserves the right to cancel the order.

20. NON-DISCLOSURE AGREEMENT.

All Drawing and Technical Documents relating to the product or it's manufacture submitted by one party to the other, prior or subsequent to the formation of contract, shall remain property of the submitting party. Drawing, technical documents or other technical information received by one party, shall not without the consent of the other party, be used for any other purpose than that, for which they were provided. Such technical information

shall not without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to a third party. Patterns supplied by BHEL will remain BHEL's property which shall be returned by the bidder on demand to BHEL. Bidder shall in no way share or use such intellectual property of BHEL to promote his own business with others. BHEL reserves the right to claim damages from the bidder, or take appropriate penal action as deemed fit against the bidder, for any infringement of the provisions contained herein.

21. SETTLEMENT OF DISPUTES / ARBITRATION.

In all cases of dispute, the matter shall be referred for ARBITRATION by sole arbitrator to be appointed by the Unit Head of Bharat Heavy Electricals Ltd., at HARIDWAR. The award of the Arbitrator shall be final and binding on both the parties. The place of Arbitration shall be Haridwar.

JURISDICTION: The courts of Haridwar, India, shall have exclusive jurisdiction.

22. WHARFAGE / DEMURRAGE RESPONSIBILITY.

In the event of delay in receipt of documents by Manager (Stores-Shipping) BHEL-Haridwar and in case where dispatches are made through Unapproved Transporter the sole responsibility for wharfage / demurrage for such delay shall be that of supplier.

23. CONDITIONS FOR AVAILING MICRO & SMALL ENTERPRISES (MSE'S) BENEFITS.

- "MSE Suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (**five years** from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at annexure-1 where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two-part bid) or vendor has to give Udyog Adhar Memorandum (UAM). Non submission of such documents will lead to consideration of their bid at par with



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

For Indian Bidders (Version December-2020, Rev: 05)

other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents is found or the requisite documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above require document are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer. **UAM need not required to be notarized or attested.**

b) Any new supplier will be eligible for registration with BHEL as MSE supplier provided at least any one of the following documents are submitted along with application for registration: -

1. Udyog Adhar Memorandum (UAM).
2. Valid National Small Industries Commission (NSIC) Certificate.
3. Entrepreneurs Memorandum part II (EM II) certificate (valid based on deemed validity of 5 years) or
4. EM II certificate along with attested copy of CA Certificate (as per prescribed format at annexure-A) applicable for the relevant financial year (latest audited), where the deemed validity of EM II is over.
5. However, credentials of all MSE suppliers will be verified before advancing the intended benefits.
6. MSE bidders claiming SC/ST status will have to submit SC/ST certificate of the Proprietor from competent authority. Attested (notarized or attested by Gazetted officer) copy to be submitted along with the offer.
7. In case techno-commercial accepted bidders include MSE source and their prices (based on landed cost – considering quoted prices) are within the price band of 15% w.r.t. L-1 bidder, then BHEL can offer **25%** of quantity of respective item (rounded off to nearest number) to MSE bidders at L-1 price and in case, more than one MSE bidder is in 15 % band and the same is accepted by more than one MSE bidders then **25%** quantities of respective items will be considered for ordering on proportionate basis amongst MSE bidders.
8. There will be minimum of **3%** reservation for women owned MSEs within the above mentioned 25% reservation.
9. The reservation for MSEs owned by SC/ST will be **6.25%** { 25% out of target of 25% - refer para 4 of Public Procurement Policy for the Micro and Small Enterprises(MSEs)}.
10. The definition of MSEs owned by Women Entrepreneurs is clarified as under:

- a) In case of proprietary MSE, proprietor shall be Woman.
- b) In case of partnership MSE, the Woman partners shall be holding at least 51% of share in the unit.
- c) In case of Private Limited companies, at least 51% share shall be held by Women promoters.

11. The definition of MSEs owned by SC/ST is clarified as under:

- a) In case of proprietary MSE, proprietor(s) shall be SC/ST.
- b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% of shares in the unit.
- c) In case of Private Limited companies, at least 51% share shall be held by SC/ST promoters.

12. While distributing the **25%** quantity amongst MSE bidders the decimal points in quantity shall be ignored for all the bidders except the L-1 amongst MSE bidders. Balance quantity after allocating the quantity to other MSE bidders ignoring the quantities in decimal, shall be given to L-1 (amongst MSE) bidder. However, if there are more than one MSE bidder at the same price level than preference for additional quantities due to ignoring off the decimal (as mentioned above) shall be given to the bidder offering favorable terms to BHEL and if the conditions offered are also same then preference will be given to the bidder having high SPR rating.

13. In case there are more than one MSE bidders (with different landed cost to BHEL) within 15% price band of lowest bidder and quantity to be offered is 1 no. only, then preference shall be given to the MSE bidder with lowest landed cost.

14. In case there are more than one MSE bidders (with same landed cost to BHEL) within 15% price band of lowest bidder and quantity to be offered is 1 no. only, then preference shall be given first, based on the favorable terms in the bid and in case terms are also same, the bidder with high SPR rating shall be given preference.

15. If L1 bidder is MSE bidder, entire quantity will be given to such MSE bidder only.

16. Note: It may however be noted that MSE guidelines as on date (Date of Technical Bid Opening Part-1) shall prevail.

17. "As per the OM No. F.No. 1(2)(1)/2016-MA dtd. 09.02.2017 issued from the Office of Development Commissioner (Micro, Small & Medium Enterprises), "Traders and agents should not be allowed to avail the benefits extended under the PP Policy."



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTIC)

For Indian Bidders (Version December-2020, Rev: 05)

In view of this, it is clarified that benefits of MSE (such as EMD Waiver, Tender fee exemption, Price preference, Payment preference etc.) will be given only to those MSE Vendors who are manufacturers of offered items against the NIT. No MSE benefits shall be provided to Agents / Stockists / Dealers / Traders etc. for the items offered but not manufactured by themselves.”

24. INFORMATION TO THE BIDDERS.

- a) Purchase related information is available at our Business-to-Business (B2B) Portal available on our website <https://hwr.bhel.com>. The user ID & password can be obtained by sending a request to concerned purchase executives.
- b) Intimate your change in mail address or communication address or changes, if any, by email to AGM (SDX/MM) giving your bidder Code.
- c) Please resolve your rejections and unexecuted overdue purchase order immediately which are posted at our B2B Portal, which can be visited through our site <https://hwr.bhel.com>
- d) Copy of this Tender Enquiry is being sent through the post.
- e) The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
In case, the bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/guidelines.
- f) Supplier must upload digitally signed e-Invoice on B2B portal for processing of Bills.
In other cases, inked signed hard copy of Invoice to be submitted for processing of Bills.

25. MAKE IN INDIA (GOVT-NOTIFICATION).

- A. This tender enquiry shall be governed by notification no. P-45021/2/2017-PP (BE-II) dated 04.06.2020 of government of INDIA and subsequent circulars issued afterwards. Accordingly, the minimum local content, the margin of purchase preference and the procedure for preference to make in INDIA shall be adhered.
- B. The margin of purchase preference shall be 20%.
 - ‘Class-I local Supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this order.
 - ‘Class-II local Supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this order.
 - ‘Non- local Supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this order.
- C. Vendor to specifically confirm if they are Class-I or Class-II local supplier or not as per above mentioned notification. Accordingly, the ‘Class-I local supplier’/ ‘Class-II local Supplier’ at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for ‘Class-I local supplier’/ ‘Class-II local Supplier’, as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- D. In cases of Procurement for a Value in Excess of Rs. 10 Crores, the ‘Class-I local supplier’/ ‘Class-II local Supplier’ shall be required to provide a Certificate from the Statutory Auditor or Cost Auditor of the Company (in the case of companies) or from a practicing Cost Accountant or practicing Chartered Accountant (in respect of suppliers other than companies) giving the percentage of Local Content.
- E. Requirement of Purchase Preference:
Purchase preference shall be given to ‘Class-I local supplier’ in procurements undertaken by procuring entities in the manner specified hereunder -
 - a. In the procurements of goods or works, which are covered by para 3(b) of mentioned Govt. circular and which are divisible in nature, the ‘class-I local supplier’ shall get purchase preference over ‘Class-II supplier’



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

For Indian Bidders (Version December-2020, Rev: 05)

as well as 'Non-local supplier', as per following procedure:

- i. Among All qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
 - ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local supplier, then such balance quantity may also be ordered on the L1 bidder".
- b. In the procurements of goods or works, which are covered by para 3(b) of mentioned Govt. circular and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'class-I local supplier' shall get purchase preference over 'Class-II supplier' as well as 'Non-local supplier', as per following procedure:
- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
 - ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
 - iii. In case such lowest eligible 'Class-I local supplier', fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be

invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 prices, the contract may be awarded to the L1 bidder.

- c. 'Class-II local supplier' will not get purchase preference in any procurement, undertaken by procuring entities.
- F. For this procurement, the local content to categorize a supplier as a Class-I local supplier/ Class-II local supplier/ Non-local supplier and purchase preference to Class-I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.
- G. Procurements where estimated value to be procured is less than Rs. 5 lakhs shall be exempted from GOI order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020.
- H. For procurement of Goods & Services which are divisible in nature, following shall be operated for **MSE bidders** under Public procurement Policy for the Micro and Small Enterprises (MSEs) Amendment Order, 2019, Ref. No. AA: SSP: MSE: Amndt, dtd. 30.11.2018, Circular No. 44 of 2018-19;-
- a. If L1 bid is not from "Class-I local Supplier" and price quoted by MSE bidder falls within the margin of Purchase preference (L1+15% for MSEs), then 25 % of total order quantity of respective item (rounded off to nearest number) shall be awarded to MSE bidder, subject to MSE bidder matching the L1 Price. Out of Remaining 75% quantity, distribution shall be operated as per below sub-clause (2) –
 - b. If "Class- I Local Supplier" (Next to L1, other than MSE) quoted price falling within the Margin of Purchase Preference, and "Class-I local supplier" matches the L1 price, then 50% of remaining Quantity (after allocation of 25% to MSE) i.e. 37.5% shall be awarded to local supplier and 37.5% shall be awarded to foreign bidder.

Note: L1 Price refers to lowest evaluated / landed cost to Company.



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

For Indian Bidders (Version December-2020, Rev: 05)

For Further details, please refer GOI order no. P-45021 / 2 / 2017 - PP (BE-II) dated 04.06.2020.

26. RESTRICTIONS UNDER RULE 144(XI) OF THE GENERAL FINANCIAL RULES (GFRs), 2017

All provisions of Order No. F.No.6/18/2019-PPD of Department of Expenditure (DoE) shall be applicable for this tender enquiry (Order copy is available at <https://doe.gov.in/procurement-policy-divisions>). Accordingly, any bidder from a country which shares a land border with India (except the countries to which the Govt. of India has extended lines of credit or in which the Govt. of India is engaged in development projects for which list is available at <https://www.mea.gov.in/>) will be eligible to bid in this tender only if the bidder is registered with the Competent Authority as specified in Annex I of the said Order of DoE.

Updated list of the countries to which lines of credit have been extended or in which development projects are undertaken are available on the Ministry of External affairs website (<https://www.mea.gov.in/>)

For the purpose of this order, definition of Bidder from a country which shares a land border with India shall be same as defined in the Annex III of the said order.

Registration with the competent authority as stipulated in the said order is responsibility of bidder. Bidder has to submit a certificate certifying following along with offer:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that bidder (... Name of Bidder) is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that bidder (.....Name of bidder) fulfils all requirements in this regard and is eligible to be considered"

If the bidder is from such country which shares a land border with India evidence of valid registration by the Competent Authority shall also be attached along with offer."

27. NOTE.

- a) Special conditions of enquiry, if enclosed by BHEL, will supersede the respective standard / general terms of enquiry.
- b) Any other Standard terms and Conditions of the bidder attached / referred against the tender enquiry will be treated as null and void ab initio.
- c) In order to protect the commercial interests of BHEL, it becomes necessary to take action against suppliers / contractors by way of supervision of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business / money / reputation, indulged in malpractices, cheating, bribery, fraud or any other misconducts or formation of cartel so as to influence the bidding process or influence the price etc. Guide- lines for Suspension of Business Dealings with Suppliers / Contractors shall prevail over which is available at BHEL website <http://www.bhel.com>
- d) The bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL-Management about any fraud or suspected fraud as soon as it comes to their notice.
- e) "BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below;
 1. **Victim:** Any person who suffers permanent disablement or dies in an accident as defined below.
 2. **Accident:** Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing / operation and works incidental thereto at BHEL factories/ **offices and precincts** thereof , project execution , erection and commissioning, services, repairs and maintenance, trouble shooting , overhaul, renovation and retrofitting , trial



BHARAT HEAVY ELECTRICALS LIMITED

HEEP-HARIDWAR, UTTARAKHAND (249403)

General Instructions and Standard Terms & Conditions for bidding against Tender Enquiry (GISTC)

For Indian Bidders (Version December-2020, Rev: 05)

operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices/ townships and premises/ project sites.

3. Compensation in respect of each of the victims:

(i) In the event of death or **permanent disability** resulting from

Loss of both limbs: Rs. 10,00,000/- (Rs. Ten Lakh).

(ii) In the event of **other permanent disability:** Rs. 7,00,000/- (Rs. Seven Lakh).

4. Permanent Disablement: A disablement that is classified as a permanent total disablement under the proviso to Section 2(l) of the Employees Compensation Act, 1923."

Self-certification

As per Government Public procurement order no. P-45021/2/2017-BE-II dt.15.06.2017 & P-45021/2/2017-PP(BE-II) dated 28.05.2018,29.5.2019 & 04.6.2020, it is hereby certifying that we

.....

(supplier name) are(Class-I/Class-II) local supplier and will meet the requirement of minimum local content of (50%/20%) as defined in public procurement order dated 04.6.2020 for material against Enquiry no.

.....

Details of location at which local value addition will be made is as follows: -

.....

.....

We also understand, false declarations will be in breach of the code of integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the general financial rules along with such other actions as may be permissible under law.

Seal & Signature of Supplier

INTEGRITY PACT

Between

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi – 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

_____, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for

_____. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/ Contractor(s)

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved

in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors". framed by the Principal.

Section 4 – Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

Section 5 – Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 – Equal treatment of all Bidders/ Contractors/ Sub-contractors

- 6.1 The Bidder(s)/ Contractor(s) undertake(s) to obtain from all subcontractors a commitment consistent with this Integrity Pact and report Compliance to the Principal. This commitment shall be taken only from those sub-contractors whose contract value is more than 20 % of Bidder's/ Contractor's contract value with the Principal. The Bidder(s)/ Contractor(s) shall continue to remain responsible for any default by his Sub-contractor(s).
- 6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 6.3 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7 – Criminal Charges against violating Bidders/ Contractors /Sub-contractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 –Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 8.6 The Monitor will submit a written report to the CMD, BHEL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.7 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.8 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the

Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.9 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.

8.10 The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

9.1 This Pact begins and shall be binding on and from the submission of bid(s) by bidder(s). It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.

9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 – Other Provisions

10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those bidders/ contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal

For & On behalf of the Bidder/ Contractor

(Office Seal)

(Office Seal)

Place-----

Date-----

Witness: _____

Witness: _____

(Name & Address) _____

(Name & Address) _____
